



REQUEST FOR TENDER

DOCUMENT NO. 2024-04

TENDER FOR: **SLIP-IN WATER TANK, WATER PUMP
AND
ALL ACCESSORIES**

CLOSING DATE: **19 April, 2024 at 11:00 a.m. Local Time**

SUBMITTED BY:

_____ *(Insert company name)*

SUBMITTED TO:

**Municipality of Marmora and Lake
Town Hall, 12 Bursthall Street
Marmora, Ontario,
K0K 2M0**

Attn: Tonia Bennet, CAO

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POLICIES AND PROCEDURES

The following pages outline the general intention of this contract and the procedures that will be followed throughout the tender process- introduction to award. These procedures apply to all competitive bids and are in addition to any project specific requirements identified in the body of this document

1.0 INTRODUCTION

The Municipality of Marmora and Lake (the “Municipality”) appreciates your interest in this Request for Tender (“RFT”).

This RFT covers the supply and delivery of one (1) new Slip-In Water Tank, Water Pump and all Accessories. See **Section 7.0** for further details.

In this RFT, the successful Proponent shall be referred to as the “Supplier”.

1.1 Attachments (included)

The following Attachments are provided for informational purposes:

Attachment 1 – Sample Contract

1.2 Appendices (included)

To be completed and submitted with Tender:

Appendix A – Acknowledgements

Appendix B – Pricing and Delivery Schedule

Appendix C – References

Appendix D – Details, Finishes and Warranty

2.0 CLOSING TIME

Tender Bids are to be submitted to the Municipality of Marmora and Lake, Town Hall, 12 Bursthall Street, Marmora, Ontario, Attention: Tonia Bennett, CAO before **19 April 2024 at 11:00 a.m. Local Time.**

The time registered on the Municipality of Marmora and Lake digital phone system will be considered the official time of day when determining exact time of submission.

Bids received after the Closing will not be accepted and will be returned to the Proponent unopened.

3.0 BID OPENING AND RESULTS

All Bids received on time will be opened 19 April 2024 at the Town Hall at 11:05 a.m.

The names of the respondents submitting bids and total bid amounts will be announced; however, no other tender information will be released at this time.

A list of Proponents will be available after the opening in the "Bid Record Book", located in the Municipality of Marmora and Lake Town Hall on the website at www.marmoraandlake.ca; or from Tonia Bennett, CAO/Municipal Clerk at 613-472-2629 ext. 2221.

Proponents will not be notified in writing of the bid results.

Proponents acknowledge that by submitting a Tender, they have made themselves fully aware of the requirements and that any and all inquiries pertaining to this Tender have been satisfied and are included as part of the submitted price.

4.0 MUNICIPAL CONTACT PERSONS

Proponents with questions related to the detailed specification or the nature of the work required may contact only, Dylan Adams, Manager of Transportation, **in writing only**, by email to dadams@marmoraandlake.ca, or by fax 613-472-5530.

Questions related to the Tender process itself, should be emailed to Tonia Bennett, CAO/Municipal Clerk, Municipality of Marmora and Lake, **in writing only**, by email to tbennett@marmoraandlake.ca, or by fax 613-472-5530.

Any questions, requests for information, or comments on this RFT should be addressed **not later than 3:00 p.m. on 16 April 2024** to allow staff time to respond or to prepare and distribute an addendum as necessary, and to allow time for Proponents to receive and process the new information.

Unless otherwise indicated, the RFT is available on the Municipal website at www.marmoraandlake.ca or from Tonia Bennett by contacting 613-472-2629 ext. 2221.

In accordance with of the Municipality's Purchasing Policy By-law, Municipal Council members and employees, other than the employees who are the official contact persons identified in the RFT, are prohibited from discussing any aspect of a Tender process with a prospective Proponent from the time the RFT is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Proponents are cautioned, therefore, to deal exclusively with the Municipal Contact persons referenced in this Section.

5.0 **INSTRUCTIONS TO PROPONENTS**

5.1 **Addenda**

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- a. Correction to, or clarification of, the RFT;
- b. Extension of the closing date;
- c. Retraction or cancellation of the RFT.

Potential Proponents must **provide the Municipality with company information**, including street address, fax number and email address, to be advised of addenda when issued or further information. Information should be provided to the Municipal Contact persons referenced in Section 4.0

All addenda issued to potential Proponents who have provided contact information will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be faxed, emailed or mailed to the latest address as provided by the Proponent. It is the Proponent's responsibility to notify the appropriate Department Head and issuer of the RFT of any change to their fax number, email or mailing address.

Although the Municipality will make every reasonable effort to ensure a Proponent receives all addenda issued, it is the Proponent's ultimate responsibility to ensure all addenda have been received and are reflected in their Tender.

5.2 **Tender Submission**

5.2.1 **Original**

The Tender shall include:

- a. All addenda that have been issued;
- b. All requirements of this RFT, as set out in **Section 8.0 "To Include in Tender"**.

The Tender shall be typed or written in ink and contain original signatures where required.

5.2.2 The Tender shall be made upon the forms provided. The prices quoted shall be valid for a period of one hundred twenty (120) days from the Closing.

5.2.3 A Tender shall be accepted only when submitted in an envelope sealed and clearly addressed to "**Municipality of Marmora and Lake, 12 Bursthall Street, Marmora, Ontario, K0K 2M0**", Attention Tonia Bennett,

CAO/Municipal Clerk and marked **Supply of Slip in Water Tank and accessories - Document # M-2024-04** and include the name and address of the Proponent.

5.2.4 Proponents are cautioned not to send Tenders **collect** by courier, or with insufficient postage. **Costs for Tenders determined to be received “COLLECT” by courier, or with insufficient postage, will not be accepted.**

5.2.5 Faxed or emailed Tenders will not be accepted

6.0 GENERAL TERMS AND CONDITIONS

6.1 Freedom of Information Act

The Proponent hereby consents to the disclosure of the information contained in this Tender, pursuant to **The Municipal Freedom of Information and Protection of Privacy Act**, R.S.O. 1990, C.M. 56 (“MFIPPA”).

This RFT is a public document. By responding to this RFT, respondents waive any challenge to the Municipality’s decisions in this regard. If any submittal contains confidential technical, financial or other types of information, the respondent must clearly label the specific portions sought to be kept confidential and specify the exemption that the respondent is relying upon. Marking all or substantially all of a response as confidential may result in the response being considered non-responsive.

Notwithstanding the foregoing, respondents recognize and agree that the Municipality will not be responsible or liable in any way for any losses that the respondent may suffer from the disclosure of information or materials to third parties.

Any decision made under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information.

The identity of Proponents, as well as the successful Tender amount, may be available to the public on the Municipal website as part of the award process.

The MFIPPA Coordinator for the Municipality is the Municipal Clerk. Any questions regarding the MFIPPA may be directed to the Municipal Clerk at 613-472-2629 extension 2221.

6.2 Employees

In the performance of this Contract, the Contractor shall be an independent contractor. Neither the Contractor nor any of their employees shall be deemed to be employees of the Municipality.

6.3 Costs Incurred

The Municipality shall not, under any circumstances, be responsible for any costs incurred by the Proponent in the preparation of the Tender.

6.4 Accept/Reject

The Municipality reserves the right to reject any or all Bids, for any reason whatsoever and to accept only Bids considered best for its interest and to waive formalities as the interests of the Municipality may require without stating a reasons, therefore, the lowest or any Bid may not necessarily be accepted.

6.5 Causes for Rejection

6.5.1 The following represent circumstances that would result in a Tender being rejected:

- a. Tender received late (will not be opened);
- b. Tender received where a pre-qualification process or meeting is mandatory and has not been met by the Proponent (will not be opened);
- c. Correct version of Tender form not used;
- d. Tender not complete;
- e. Tender not legible in whole or in part;
- f. Tender not completed in ink or type;
- g. Tender not signed;
- h. "Agreement to Terms and Conditions", when required, is not executed or included with the Tender;
- i. Other mandatory forms or details required and clearly shown in the RFT as being required upon submission of a Tender are omitted.

6.5.2 The following represent circumstances where a Tender is questioned but may be accepted after examination or correction:

- a. Tender containing simple arithmetic errors as determined during evaluation process;
- b. Tender not acknowledging correct number of addenda issued.

6.6 Subcontractors

No subcontracting of any part of the contract shall be permitted without the authorization of the Municipality.

Where the Municipality approves subcontracting, the Contractor shall be held fully responsible to the Municipality for the acts and omissions of his subcontractors and of persons directly or indirectly employed by them.

All subcontractors utilized in the performance of this Contact must be listed and a description of the work each subcontractor will perform included with the Tender (**see Section 8.4 and Appendix C**).

6.7 Cancellation of Contract

The Municipality reserves the right to cancel the Contract if the goods or services are unsatisfactory, if delivery requirements are not met or if invoice amounts do not match with the quoted prices. The Municipality may also cancel the Contract without cause by means of a thirty (30) day advance written notice.

6.8 Changes to Work When Contract Underway

No deviation from the specifications shall be made by the Contractor in the execution of the work, without the written approval of the Municipality.

The Contractor shall furnish a complete breakdown of any costs beyond the Tender amount to support the additional amount in the form of a "Request for Change Order".

The Municipality will not pay the Contractor any amounts over and above the Tender amount unless the Municipality and the Contractor agree to a price change as the result of changes in the work required before the additional work is undertaken.

6.9 Rights of the Municipality

The Municipality will retain the right to ensure that an acceptable standard of use, service and operation is maintained.

The Municipality reserves the right to communicate with one or more Proponents following the Tender close to clarify elements of the submission.

6.10 Municipality's Right to Terminate Contract under Certain Conditions

If the Contractor is adjudged as bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should except in case of any event beyond his reasonable control, refuse or fail to supply enough properly skilled workmen or proper materials or equipment, after having received seven days' notice in writing from the Municipality to supply additional workmen, or materials, or equipment; or persistently disregard laws, ordinances, or instructions of the Municipality, or otherwise be guilty of a substantial violation of the provisions of the contract, then the Municipality, upon notification to the Contractor that sufficient cause exists to justify such action, may without prejudice to any right or remedy, by giving the Contractor seven (7) days written notice, terminate the contract of the Contractor, and finish the work by whatever method is considered expedient, but without undue delay.

In such case, the Contractor shall not be entitled to receive any further payment until all work is finished. If the outstanding balance due on the contract price shall exceed the expense of finishing the work, including compensation to the Municipality for its additional services, such excess shall be paid to the Contractor. If such expense shall exceed unpaid balance, the Contractor shall pay the difference to the Municipality. The Municipality shall determine the expenses incurred by the Municipality through the Contractor's default.

6.11 Protection of Work and Property

The Contractor shall be held responsible by the Corporation 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 carried out under this contract. Additionally, the Contractor will be required to make good all such damage at his own expense to the satisfaction of the Municipality.

The Contractor shall be fully responsible for ALL accidents arising by reason of execution or non-execution, or non-repairs of the said works, or by reason of any failure to comply with the requirements of this clause and shall fully indemnify the Municipality in respect thereof.

The Contractor 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.

6.12 Indemnification

The Contractor will always indemnify and save harmless the Municipality, its agents and employees, against all actions, suits, claims and demands, which may be brought for any loss, costs, damages, changes or expenses whatsoever which may be sustained, incurred or paid by the Municipality, its agents or employees, by reason of the errors or omissions of the Contractor, in regard to this Tender or any contract which results there from, including any charges arising as a result of any health and safety violation on the part of the Contractor. The Contractor hereby grants to the Municipality full power and authority to settle any action, suit, claim or demand on such terms as the Municipality may deem advisable, and hereby covenants and agrees to pay the Municipality on demand all monies paid by the Municipality pursuant to any such settlement, together with the reasonable costs of the Municipality or its solicitor in defending or settling any such action, suit, claim or demand.

6.13 Confidentiality

The Contractor recognizes that it may, by the nature of the goods and services being provided to the Municipality, have access to confidential information. It is understood and agreed that the Contractor, its employees, agents, representatives and officers, (the " Contractor ") shall hold all information, whether confidential or not, in the strictest confidence.

The Contractor shall not disclose, nor permit by any act or failure to act the disclosure of, any information to any third party at any time during or after the term of its contract with the Municipality. Nor will the Contractor use any information however obtained as a result of performing duties for the Municipality for its own commercial, financial, or personal advantage. The Contractor also acknowledges

that it may be held both criminally and civilly responsible for any breach of confidentiality.

6.14 Execution of Work

The Contractor shall diligently prosecute his work on this Contract to completion on, or before, the

31st day of May 2024

The whole work shall be completed to the satisfaction of the Municipality. If the Contractor fails to perform the Work as required on any particular date, the Municipality at its discretion may have others do the work and charge the Contractor. See **Section 1.6 in Sample Contract**.

6.15 Performance Evaluation

6.15.1 The Municipality may evaluate the performance of the Contractor when the Contract is completed or terminated. The Contractor's performance shall be rated on a scale of 1-5, where 1 - very poor, 2 - below average, 3 - average, 4 - good and 5 - excellent, under the following categories:

- a. Administration
- b. Adherence to Specifications and Special Provisions
- c. Condition and Sufficiency of Equipment
- d. Safety Procedure (OH&SA)
- f. Traffic Management
- g. Environmental Compliance (if applicable)

The performance rating shall be determined based on the everyday performance of the Work, quality assurance test(s), letters, and Written Instructions to the Contractor.

6.15.2 A copy of the completed Contractor's Evaluation Report shall be sent to the Contractor. If the Contractor disagrees with any portion of the Contractor's Evaluation Report, he shall advise the Contract Administrator of his specific objections, in writing, within 20 Days of the date of the report.

6.15.3 Once an objection is received, the Roads Coordinator shall advise the Contractor, in writing, within 20 Days of the date of the objection if the objection has been dismissed and the reasons or affirm all changes to the Contractor's Performance Evaluation.

6.15.4 If the Contractor is evaluated as very poor or below average in three categories or very poor in two areas, the Roads Coordinator may disqualify the Contractor from Bidding on Municipal Contracts for a period of up to two years from the date the Contract was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

6.16 Conflict of Interest

The Contractor covenants that the Work will be undertaken without a conflict of interest and that during the course of the Work, the Contractor shall not undertake any work for any other client, which would result in a conflict of interest, without the prior written consent of the Municipality.

6.17 Insurance

6.17.1 Liability Insurance

The Contractor shall procure and maintain Comprehensive General Liability Insurance, which shall:

- a. Have a limit of liability of not less than **five million dollars (\$5,000,000)** inclusive for any one occurrence;
- b. Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Contractor;
- c. Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Municipality;
- d. Name the “Corporation of the Municipality of Marmora and Lake” as an additional insured party; and
- e. Contain a cross-liability clause.

The insurance company must be satisfactory to the Municipality.

The Contractor shall pay for all premiums and expense incurred with the insurances.

6.17.2 Vehicle Insurance

The Contractor shall maintain adequate vehicle insurance in the amount of **five million dollars (\$5,000,000)** for any and all Company vehicles as applicable to be used in the provision of the Contract requirements.

6.17.3 Proof of Insurance

The Proponent shall provide proof of insurance, as required in **Section 6.17.1, and 6.17.2** with their Tender.

In the event that satisfactory proof of insurance cannot be provided, a letter from the Proponent’s insurance company confirming that the Proponent will be able to obtain the required insurance will suffice.

6.17.4 Certificate of Insurance

Prior to the start of any work, the Contractor shall file with the Municipality, together with the signed contract documents, a Certificate of Insurance, clearly stating that the insurance complies with all the requirements listed in **Section 6.17.1, and 6.17.2.**

If the Contractor does not provide the Certificate of Insurance as herein requested, the Contract may be terminated and will be awarded to the next qualified Proponent.

6.18 Workplace Safety and Insurance Act/Employment Insurance

It is the Contractor's responsibility to ensure that the Municipality is always in possession of a valid and current "Certificate of Clearance".

The Contractor must furnish the Municipality with a valid and current "Certificate of Clearance" from the WSIB upon the awarding of the contract. The Municipality will not execute the contract in the absence of a valid and current "Certificate of Clearance".

If the Contractor does not provide a copy of a valid and current Certificate of Clearance as herein requested, the Contract may be terminated and may be awarded to the next qualified Proponent.

Payments to the Contractor will not be made by the Municipality if the "Certificate of Clearance" supplied to the Municipality is no longer valid and current.

The Contractor, at its sole expense, shall be responsible for providing: (1) all benefits and contributions required pursuant to the **Workplace Safety and Insurance Act**, and other applicable law, including but not limited to the **Employment Insurance Act**, to its employees; and (2) the payment of other incidental expenses to its employees.

6.19 Workplace Hazardous Materials Information Systems ("WHMIS")

The Contractor shall provide the Municipality with Material Safety Data Sheets ("MSDS") for all WHMIS products used for this Contract. A copy of these MSD Sheets must be available at the site at all times for the duration of the Contract.

6.20 The Occupational Health and Safety Act

The Contractor shall comply with all conditions and regulations of the **Occupational Health and Safety Act, 1990** and Regulations for construction projects 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.

6.21 Loss and Damage

The Municipality will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the said work, or any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the work or for any injury to any person or persons, either workers or the public, or for any damage to the adjoining property. The Contractor will properly guard and make good all damage which may arise or be occasioned by any cause connected with the contract, or the work done by the Contractor, and

will indemnify and keep indemnified the Municipality against the same, until the completion of all the work required.

6.22 Tools and Equipment

All equipment, tools, supplies, etc. delivered to the job site by the Contractor, prior to, during, or after carrying out the work, will be the responsibility of the Contractor.

6.23 Approvals

It shall be the Contractors' responsibility to ensure that they are in compliance with all Provincial and Federal legislation and regulations that pertain to the type of work being carried out under this contract.

6.24 Safety Requirements

The Contractor must ensure that, during the performance of the work outlined in the Contract, their personnel are equipped with and wear the necessary safety apparel, including headgear, footwear and other equipment as appropriate and in compliance with the latest written legislation.

6.25 Co-ordination of Services

The Contractor will be responsible for coordinating the response to, and involvement of, all other required services or facility suppliers, including but not limited to, Natural Gas, Hydro, Telephone, Water as required.

6.26 Holdback and Payment

Every payment, including progress draws, made by the Municipality to the Contractor shall be subject to a ten percent (10%) holdback. Upon completion of all Work covered by the Contract to the satisfaction of the Municipality, the Contractor shall be paid a sum equal to ninety percent (90%) of the Contract price. The remaining ten percent (10%) of the Contract (the "Statutory Holdback") price shall be paid when the Contractor has satisfied the Municipality that all bills for wages, materials and all other liabilities in connection with the Contract have been met.

6.27 Payment Holdback for Unsatisfactory Performance

The Corporation of the Municipality of Marmora and Lake shall not pay the final invoice to the successful bidder for the work, services, products or materials stated in these documents until the Corporation is fully satisfied that all terms and conditions in these documents and all work, service performed, products or materials delivered shall be deemed to have been completed, installed or delivered to the complete satisfaction of the Corporation.

6.28 Contract

The Contractor agrees that they will execute a Contract (see **Attachment 3 – Sample Contract**) with the required number of copies and return them to the Municipality, **within ten (10) business days** along with:

- a. All required Certificates of Insurance;

- b. Articles of incorporation and a copy of any amendments thereto;
- c. Other required documentation as per this RFT.

In the event that the Contractor fails to execute the Contract in accordance with the foregoing requirements, the Contractor agrees that the Municipality may at its discretion, enter into a contract with the next qualified Proponent.

9.0 PROJECT SCHEDULE

This project is on a tight timeline, and must adhere to the following schedule as closely as possible:

RFT Issue	8 April 2024
Closing date of RFT	19 April 2024
Approval by Municipal Council	07 May 2024

9.1 Contract Award

Based on the evaluation criteria a recommendation on Contract award will be prepared and presented to the Corporation of the Municipality of Marmora and Lake's Council.

Council shall review the recommendation and make an award.

Where two or more responsible bidders have submitted bids and have scored the same and that score is the best score bid by the responsible bidders, bidders shall be advised in writing by the Manager of Transportation that the Tender to be recommended for acceptance will be decided by means of a draw.

The names of the bidders in question shall be placed in a container and the name of the bidder whose Tender shall be recommended for acceptance shall be drawn in the presence of at least two witnesses.

Should any bidder elect not to be represented at the draw, the draw will proceed regardless.

By responding to this Tender call, Tenderer(s) accept the terms and conditions outlined in this Tender call and that the decision of the Corporation's Council is final and binding and will not be subject to review.

The Corporations reserves the right to accept or reject all or any portion of the Tender, as may be in the best interests of the Corporations.

On approval of the Tender, the Manager of Transportation or their designate shall immediately send a **Notification of Acceptance** to the successful Tenderer advising them that their bid has been accepted and advising when the documents will be available for execution.

10.0 ERRORS AND OMISSIONS

It is understood and agreed that this RFT includes specific requirements and specifications. The Municipality shall not be held liable for any errors or omissions in any part in this RFT.

Nothing in the RFT is intended to relieve the Proponent from forming their own opinions and considerations with respect to the matters addressed in the RFT.

There will be no consideration of any claim after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the contract.

11.0 TENDER CHECKLIST

The Proponent is responsible for ensuring that the submission is complete, by providing the following in a sealed envelope:

11.1 One (1) original to include:

- a. All addenda issued, with original signatures; and
- b. All documentation to address **Section 8.0 “To Include in Tender”**.

11.2 Four (4) copies of the following:

- a. All documentation to address **Section 8.0**.

Attachment 3

SAMPLE CONTRACT

**SUPPLY OF ONE (1) NEW SLIP-IN WATER TANK, WATER PUMP
AND
ALL ACCESSORIES.**

THIS AGREEMENT dated the _____ day of _____ 2024

BETWEEN

THE Municipality of Marmora and Lake
(the "Municipality")

AND

XXXXXXXXXX Company
(the "Supplier")

WHEREAS the Municipality desires to purchase Supply of One (1) New Slip-In Water Tank, Water Pump and all Accessories hereinafter called the "Project"

AND WHEREAS the Supplier has agreed to furnish all required professional services in connection with the Project;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the Municipality and the Supplier mutually agree as follows:

ARTICLE 1 - GENERAL CONDITIONS

1.1 **Retainer**

The Municipality hereby retains the services of the Supplier in connection with the Project and the Supplier hereby agrees to provide the services described herein under the general direction and control of the Municipality.

In this Contract, the word Supplier shall mean professionals and other specialists engaged by the Municipality directly and whose names are party to this Contract.

1.2 **Services**

The services to be provided by the Supplier and the Municipality for the Project are set forth in Article 2, as supplemented pursuant to Section 1.16, and such

services as changed, altered or added to under Section 1.4 are hereinafter called the "services".

1.3 Compensation

The Municipality shall pay the Supplier in accordance with the provisions set forth in Article 3.

1.4 Changes and Alterations and Additional Services

- a) The Municipality, in consultation with the Supplier, may in writing, at any time after the execution of this Contract, delete, extend, increase, vary or otherwise alter the Services required under this Contract.
- b) In the event that the Municipality increases the overall Services required, the Municipality shall where appropriate, pay the Supplier for the additional service based on an approved Change Order in accordance with Article 3 of the Contract.
- c) In the event that the Municipality decreases the overall Services required under this Contract, the Municipality may reduce the amounts prescribed, at its sole discretion, in accordance with Article 3 of this Contract.

1.5 Suspension or Termination

The Municipality may at any time for non-performance or not complying with the agreed work schedules by notice in writing to the Contractor suspend or terminate the services. Upon receipt of such written notice, the Contractor shall perform no further Services. In such an event, the Contractor shall not be entitled to payment for work related to the services accordance with Subsection 3.1.

1.6 Indemnification

The Supplier shall indemnify and save harmless the Municipality, their employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Municipality, their employees, officers or agents may suffer as a result of the negligence of the Supplier, their employees, officers or agents in the performance of this Contract.

1.7 Assignment

Neither party may assign this Contract without the prior consent in writing of the other.

1.8 Approval by Other Authorities

Unless otherwise provided in this Contract, where the work of the Supplier is subject to the approval or review of an authority, department of government, or agency other than the Municipality, such applications for approval or review shall be the responsibility of the Supplier, but shall be submitted through the offices of the Municipality and unless authorized by the Municipality in writing, such applications for approval or review shall not be obtained by direct contact by the Supplier with such other authority, department of government or agency.

1.9 Inspection

The Municipality, or persons authorized by the Municipality, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed.

1.10 Publication

The Supplier agrees to obtain the consent in writing of the Municipality before publishing or issuing any information regarding the Project.

1.11 Confidential Data

The Supplier shall not divulge any confidential information communicated to or acquired by them, or disclosed by the Municipality in the course of carrying out the services provided for herein. No confidential information shall be used by the Supplier on any other project without the approval in writing of the Municipality.

1.12 Time

The Supplier shall perform the Services expeditiously to meet the requirements of the Municipality.

The Municipality shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, Tenders and other information submitted by the Supplier, and shall make any decisions which they are required to make in connection therewith within a reasonable time so as not to delay the work of the Supplier.

1.13 Schedules

1.13.1 Subsequent Changes in the Schedule of Fees and/or Schedule of Progress

The Supplier will require prior written approval, from the Municipality for any of the following:

- a) Any increase in the fees beyond those approved under Section 3.1.

1.14 Federal and Provincial Requirements

The Supplier shall abide by all applicable Federal and Provincial Legislation and Regulations thereto as these may relate to, but not limited to, the employment of staff, compensation, Workplace Safety & Insurance Board (WSIB), OHSa etc.

1.15 Appendix

Appendix A – Completed Tender Submission for Tender Document No. 2024-04, attached.

The Appendix supplements Articles 2(a) ("Services to be provided by the Supplier") If any conflicts exist between the Appendix and Articles 2(a) the Municipality shall, acting reasonably, resolve such conflict.

1.16 Conflict of Interest

The Supplier shall disclose to the Municipality prior to accepting an assignment, any potential conflict of interest. If such a conflict of interest does exist, the Municipality may, at its discretion, withhold the assignment from the Supplier until the matter is suitably resolved.

ARTICLE 2 - SERVICES

Services to be provided as part of this Contract include the following:

ARTICLE 2 a) - SERVICES TO BE PROVIDED BY THE SUPPLIER

- Supply of Supply of One (1) New Slip-In Water Tank, Water Pump and all Accessories.
- All as described in Section 7.0 of RFT # 2024-04

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Fees for Completion of the Project

The total fees and disbursements paid by the Municipality to the Supplier shall not exceed the total amount of \$ (budgeted amount) for the provision of:

- **The supply of One Slip-In Water Tank, Water Pump and All Accessories**

All fees quoted in Article 3.1 are exclusive of applicable taxes. Under no circumstances whatsoever shall the Supplier's total fees and disbursements exceed the fees quoted in Article 3.1 without the prior written approval of the Municipality.

3.2 Payment

3.2.1 Lump Sum Fee Basis

- a) Fees for the scope of work covered under this Contract will be on a lump-sum fee basis, inclusive of all designs, specifications, labour and material costs.

Appendix A**ACKNOWLEDGEMENTS**

I/WE ACKNOWLEDGE that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

I/WE ACKNOWLEDGE that all matters stated in the submitted Tender are in all respects true.

I/WE ACKNOWLEDGE that _____ addenda have been received and that it is my/our ultimate responsibility to ensure all addenda issued have been received.

I/WE ACKNOWLEDGE that I/WE have carefully read Request for Tender # **2024-04**, and have satisfied ourselves as to the conditions under which the work is to be carried out, and do hereby make an offer with the Corporation of the Municipality of Marmora to provide the necessary services for the completion of the **Supply of Supply of One (1) New Slip-In Water Tank, Water Pump and all Accessories** at pricing indicated in **Appendix B – Pricing and Completion Schedule**.

I/WE ACKNOWLEDGE and warrant that the price submitted shall be firm for a period of one hundred-twenty (120) days from the date of the Tender Closing.

Dated at _____ this _____ day of _____ 2024.

Firm or Organization Name

Signing Authority

Street Address

Signature

City

Postal Code

Telephone

Email

Fax

Appendix B**PRICING AND COMPLETION SCHEDULE****1. Pricing**

SLIP-IN WATER TANK, WATER PUMP AND ALL ACCESSORIES	\$ _____
SUBTOTAL	\$ _____
HST	\$ _____
TOTAL	\$ _____

2. HST

HST Registration Number is: _____

OR

Operates as a Small Trader with the Federal Government: _____

3. Completion

The timeframe for **commencement** of the project will be _____ (indicate # days after notification of award of the Work).

The timeframe for **completion** of the project will be _____ (indicate # days after commencing the Work).

Appendix B – cont'd

I/We have read the Tender Documents thoroughly, and understand the contractual requirements contained therein. Accordingly, I/We undertake to execute these contractual requirements for a total sum of:

\$ _____

AMOUNT	AMOUNT IN WRITING
---------------	--------------------------

Dated at _____ this _____ day of _____ 2024.

Firm or Organization Name

Signing Authority

Street Address

Signature

City Postal Code

Telephone

Email

Fax

Appendix C**REFERENCES**

If insufficient space is provided in this table please provide required information in the same format and attach to this Appendix.

	Municipality/ Organization	Date of Purchase	Model	Contact Name/Phone	Position
1					
2					
3					
4					

Appendix D**DETAILS, FINISHES AND WARRANTY****1. Detailed Specifications**

The Proponent is to complete the following table identifying all features and components proposed in the supply of One Slip-In Water Tank.

This specification lists only the major details of a unit; it is the supplier's responsibility to deliver a fully equipped vehicle with compatible components to provide dependable efficient service.

Where minimums are called for the vehicle must meet or exceed the capacity, size or performance specified.

Vehicles for which tenders are submitted shall conform to the latest laws, rules and regulations for the Province of Ontario and all relevant requirements of the Canadian Motor Vehicle safety Standards at the date of vehicle and equipment manufacture

Appendix D – cont'd

**TENDER FOR;
Slip-In Water Tank, Water Pump and All Accessories**

ITEM #	SPECIFICATIONS	CONFIRMATION
UNIT'S OVERVIEW		
1.	The Slip-in Tank shall be new and currently produced by a well-established manufacturer. Units that are classified as proto-type, demonstrators, and/or discontinued models SHALL NOT BE ACCEPTED	Yes: No: Specify: _____ _____ _____ _____
2.	<p>The unit shall be a commercial/industrial and HEAVY-DUTY frame and tank intended for year round use.</p> <p>The structural members of the tank frame shall be made using 3" x 3" x 3/16" structural tubing.</p> <p>The poly tank cradle shall be rolled 11 gauge steel plate, shall fully support the entire length of the poly tank and must encompass a minimum of 1/2 of the circumference of the poly tank.</p> <p>The cradle shall include 2" x 4" x 1/8" structural tubing reinforcements on each side of the cradle that run the full length of the cradle.</p> <p>The cradle shall include a minimum of 4 removable tie down straps that bolt onto the</p>	<p>Yes: No: Specify: _____ _____</p> <p>Yes: No: Specify: _____ _____</p> <p>Yes: No: Specify: _____ _____</p> <p>Yes: No:</p>

	<p>structural tubing reinforcements. The tie down straps shall be made from 3" x 5.4 steel channel.</p> <p>The cradle shall be supported by a minimum of 4 gussets welded to the cradle and the structural tubing. Gussets shall be fabricated from 3/16" steel cut to the same profile as the rolled cradle and reinforced on the outer side with 3" x 3/16" flat bar.</p>	<p>Specify: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Yes: No:</p> <p>Specify: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Yes: No:</p> <p>Specify: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
ITEM #	SPECIFICATIONS	CONFIRMATION
3.	Unit to be a Slip-in style with stow away front legs and adjustable rear legs.	<p>Yes: No:</p> <p>Specify: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
4.	Unit shall be custom fitted to fit onto U-Body truck box (Proline II - PL14-15LW).	<p>Yes: No:</p> <p>Specify: _____</p> <p>_____</p> <p>_____</p>

5.	State Delivery time in calendar days:30-45 from date of firm order	From date of firm order: _____
FEATURES AND DIMENTIONS		
6.	The unit shall include a steel front “receiver” assembly welded to the front of the U-Body, in such a way as to avoid interference with the operation of the material gate, into which the main structural beam on the tank skid-frame will fit in order to keep the skid frame horizontally and vertically stable during use.	Yes: No: Specify: _____ _____ _____ _____ _____ _____
7.	To secure the rear of the Slip-in Tank in the U-Body, the unit shall utilize the U-Body tailgate latches as well as safety chains.	Yes: No: Specify: _____ _____ _____
8.	The tank itself shall be a single ROUND, rotational molded HDLPE (high density linear polyethylene) with a specific gravity rating of not less than 1.5. Multiple tank configurations are NOT ACCEPTABLE.	Yes: No: Specify: _____ _____ _____ _____

9.	Overall height, including all venting and hoses shall not exceed 149" Inches from the ground when loaded on truck.	Yes: _____ No: _____ Specify: _____ Inches from the ground when loaded on truck.
ITEM #	SPECIFICATIONS	CONFIRMATION
10.	Maximum overall width of tank shall be 70" (175 cm) Inches.	Yes: _____ No: _____ Specify: _____ Inches
12.	Specify Unit's total weight when empty.	Specify: _____ kg.
13.	Specify Unit's total weight when filled with water.	Specify: _____ kg.
14.	Unit shall have a heavy duty fully welded skid frame manufactured to fit in U-Body truck box complete with heavy duty steel wheels to assist in loading and unloading the unit.	Yes: _____ No: _____ Specify: _____ _____ _____ _____
15.	Bidder to supply and install a Honda gasoline powered water pump - Model PWP3HX, fully plumbed as stated below – No substitutes. The water pump shall have a Honda 5 HP gas engine with 3" NPT suction and 3" NPT discharge.	Yes: _____ No: _____ Specify: _____ _____ _____ _____ Yes: _____ No: _____ Specify: _____ _____

		<hr/> <hr/>
17.	All metal parts of skid frame are to receive epoxy primer with rust inhibitor. The topcoat is to be a polyurethane automotive quality gloss black finish.	Yes: No: Specify: _____ — <hr/> <hr/> <hr/>
POLY TANK, AUXILIARY SYSTEMS, AND INSTRUMENTS		
18.	Poly Tank to be HDLPE – High Density Linear Polyethylene rated for materials with a specific gravity of up to 1.5 Tank must be round tube style. Leg tanks are not permitted.	Yes: No: Specify: _____ — <hr/> <hr/> <hr/> Yes: No: Specify: _____ — <hr/> <hr/> <hr/>
19.	All pipes, valves and fittings shall be Sch80 PVC, glass filled polypropylene and be rust resistant.	Yes: No: Specify: _____ — <hr/>

		<p>_____</p>
<p>20.</p>	<p>All polypropylene valves and fittings shall be Banjo brand full port flange style with stainless steel clamps and neoprene gaskets – No substitutes.</p>	<p>Yes: No: Specify: _____ _____ _____ _____</p>
<p>ITEM #</p>	<p>SPECIFICATIONS</p>	<p>CONFIRMATION</p>
<p>21.</p>	<p>Material application bars (to be manufactured from Sch 80 PVC):GRAVITY BAR</p> <p>1 only 8' x 3" gravity bar complete with 3 rows of 3/8" holes on 2" centers with each row offset so as to create a zigzag pattern. Gravity bar to be capped at each end with 3" NPT poly caps.</p> <p>1 only 2' x 3" gravity bar extension drilled as above complete with 3" poly threads compatible with the ends of the 8' gravity bar.</p>	<p>Yes: No: Specify: _____ _____ _____</p> <p>Yes: No: Specify: _____ _____ _____</p> <p>Yes: No: Specify: _____ _____ _____</p>
	<p>Gravity bar to be controlled by a 3" spring return pneumatic actuated valve complete</p>	<p>Yes: No: Specify: _____</p>

22.	with in-cab switch and quick disconnect fitting located on pintle plate at rear of truck.	<hr/> <hr/> <hr/> <hr/>
23.	Tank shall be 2600 US gallons.	Yes: No: Specify: _____ <hr/>
24.	Tank shall include the Surge Buster Baffling System (no substitutions) and shall be completely installed in accordance with the manufacturer's recommendations.	Yes: No: Specify: _____ <hr/> <hr/> <hr/>
25.	All pneumatic, and electrical connections on the Slip-in unit shall be equipped with quick connect connectors to properly mate with the connectors to be mounted on the truck's pintle plate.	Yes: No: Specify: _____ <hr/> <hr/> <hr/> <hr/>
26.	Bidder is responsible for installing all pneumatic lines from truck's air system complete with safety check valve.	Yes: No: Specify: _____ <hr/> <hr/> <hr/>
ITEM #	SPECIFICATIONS	CONFIRMATION

27.	Bidder shall supply and install mounted strobe light on rear of unit complete with amber lens and in-cab switch.	Yes: _____ No: _____ Specify: _____ _____ _____
28.	Tank shall be easily loaded and unloaded from truck without the need for any other equipment such as loaders or cranes.	Yes: _____ No: _____ Specify: _____ _____ _____
29.	Tank skid frame shall include front fold down legs and shall be heavy gauge metal to safely secure the tank for storage. Legs shall fold up and stow under the skid frame with heavy duty pins when tank is in use.	Yes: _____ No: _____ Specify: _____ _____ _____
30.	Unit shall have 2" conspicuity tape (3M 983-10) on rear facing metal frame – full width of frame.	Yes: _____ No: _____ Specify: _____ _____ _____
31.	Clear markings shall be required for all in-cab switch labels. All switch labels shall be engraved – Dymo type stick-on labels are not acceptable.	Yes: _____ No: _____ Specify: _____ _____ _____
TRAINING		
32.	Training by factory-trained personnel shall be provided for Township personnel.	Yes: _____ No: _____ Specify: _____ _____ _____
WARRANTY		

33.	The Slip-in tank and all components shall come with a full one year parts and labour warranty.	Yes: _____ No: _____ Specify: _____ _____ _____
-----	--	--

BIDDERS MUST PROVIDE WITH BID DOCUMENT ANY VARIANCE TO THE SPECIFICATIONS LISTED ABOVE WHETHER YOUR BID MEETS OR EXCEEDS.

DESCRIPTIVE LITERATURE, PHOTO'S SHALL BE RETURNED WITH BID OR BID MAY BE REJECTED.

Glossary and Definitions

Evaluation Committee

An evaluation committee is a group of individuals responsible for evaluating Tenders received in a competitive procurement process, such as a response to a Request for Tenders (RFT).

Proponent

The term proponent refers to a vendor who responds to a Request for Tenders (RFT) by submitting a Tender. The successful proponent is the vendor who is selected from the competitive process to supply government with the goods or services required.

Request for Tenders (RFT)

Request for Tenders (RFT) refers to the process and documents used in government to solicit Tenders from vendors which will be evaluated on price as well as other criteria, including vendor qualifications and the proposed solution.

Solicitation

Solicitation involves the act of obtaining bids, quotes, offers or Tenders.

Supplier

The term supplier is often used interchangeably with the term vendor. However, in the context of government procurement, a supplier is a vendor who has been selected through a procurement process to supply government with goods or services.

Vendor

In the context of government procurement, any party that is in the position of being able to sell goods or services to government (i.e., a potential supplier) is a vendor. Solicitation processes are designed to solicit bids and Tenders from many vendors.

