

SEALED PROPOSALS FOR QUARRIED "A" WILL BE RECEIVED BY:

The Corporation of the Municipality of Powassan 250 Clark Street, PO Box 250 POWASSAN, ON, POH 1Z0

REQUEST FOR PROPOSAL NUMBER: 2024-01 QUARRIED "A"

TENDER CLOSING DATE AND TIME: 2:00 P.M. LOCAL TIME MAY 2, 2024

TENDER REVIEW TIME: 2:45 P.M. LOCAL TIME MAY 2, 2024

To be awarded at the council meeting of

MAY 7, 2024

QUOTE FOR: Crushing, Screening, Supply, Hauling,

Spreading and stockpiling of QUARRIED "A".

This complete RFP package must be submitted in a sealed envelope, clearly marked "Quarried 'A' Tender: 2024-01"

LOWEST OR ANY QUOTE NOT NECESSARILY ACCEPTED

Location Of Work:

The location of work is to be: as shown in attached map of Municipality-Appendix A, and as described in the bid form. Stockpiling shall be at the Municipal Public Works Yard at 750 Main Street, Powassan, Ontario.

Schedule of Contract Documents:

- 1. The following information for bidders
- 2. The following Special Provisions
- 3. Bid Form
- 4. Appendix A and B
- 5. Appendix C Proposal Evaluation
- 6. Standards OPSS.MUNI 100, OPSS 206, and OPSS.MUNI 1010 (These forms are not attached hereto)

General Information:

All inquiries concerning the proposal, prior to proposal closing shall be directed to:

Trevor Tennant, Public Works Foreman Municipality of Powassan Box 250, 250 Clark Street, Powassan ON P0H 1Z0

Telephone: 705-497-6169
Email: ttennant@powassan.net

For the purpose of this document a company conducting work for the Municipality of Powassan, will hereby be referred to as a "Contractor".

The Contractor will submit their sealed proposals by traditional mail/drop-off at the previously stated Municipal building before RFP closure. The Municipality will also accept proposals via email (in PDF Format ONLY) at publicworks@powassan.net. Contractors must submit this entire completed proposal package (except Appendix C, which will be completed by Municipal staff).

A Contractor may amend their proposal at any time prior to the set closing date/time by submitting a signed and sealed amendment. No amendments will be accepted post RFP closure. A proposal may be voided by superseding it with a later proposal or letter of withdrawal, prior to the closing date and time.

All RFP's that are received after the quote closing date/time, will be rejected by the Municipality. All unsigned proposals will be deemed unacceptable and will be rejected by the Municipality.

Notification of Acceptance of proposal will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date the Contractor receives the Notification of Acceptance. The bid results will be posted on the Municipal website following the proposal opening.

Project Details:

The work shall consist of the supply, delivery, placement and stockpiling of approximately 15,765 tonnes of quarried 'A' as directed by the Municipal Public Works Foreman, together with all materials, labour, equipment, tools and all other things necessary to complete the work in accordance with the provisions of the contract documents.

Stockpile will be located at the Municipality of Powassan Public Works yard, 750 Main Street, Powassan.

To be completed by July 3rd, 2024.

Quarried 'A' extraction must be from a valid lic	ensed industrial pit or quarry. It is the
responsibility of the bidder to ensure proper o	perations and licensing. Name of pit/quarry
product is to be taken from	, and the materials extracted are
A copy of the Aggreg	ate Resources Act License for source of material
must accompany Proposal.	

The quantities listed in the bid form are approximate only and are subject to increase or decrease at no liability to the Municipality beyond the bid unit price. Any and all changes to quantities shall be approved by the Public Works Engineer or Foreman.

For the unit price bid, the Contractor shall perform his/her work in such a way to cause the least possible inconvenience to the travelling public and shall provide all necessary warning signs and flagmen or other protective and/or warning devices as required by Ontario Traffic Manual-Book 7.

Sub-contractors will not be accepted to perform work.

The work shall be completed during daylight hours only.

For the unit price bid, the Contractor shall supply all materials, labour, tools, equipment, and all other things necessary to complete the work in accordance with these contract documents and to the satisfaction of the Municipal Public Works Foreman or his representative.

Measurement for payment shall be made in tonnes per truck. Measurement and ticket for each load will be issued to the Municipal Public Works Foreman. The method of weighing shall be by permanent scale, portable flat scale, or loader scale. Proof of calibration of scale must be provided prior to commencement of work. Confirmation of the aggregate weight, performed at the MTO Wasi Truck Inspection Station, may be requested at any time during construction by the Public Works Foreman.

Each loading ticket (as described in the above paragraph) shall contain the corresponding road ID for which load was placed on. If a load was spread on two different roadways, the ticket shall contain both road ID's and an approximate percentage (to the nearest 25%) of the amount of material placed on each roadway.

Truck Load Spreading Coverage:

It will be the responsibility of the Contractor to conform to the following spreading coverage. The Municipality of Powassan withholds the right to randomly inspect the application of materials, to ensure they meet the following requirements.

30-33 Tonne hopper/belly dump: to be spread uniformly in one (1) round across 130 meters, or an application rate of 250 tonnes/km for one (1) round.

20-23 Tonne Triaxle (using dump box spreader chains): to be spread uniformly in one (1) round across 90 meters, or 250 tonnes/km for one (1) round.

All roadways will consist of two (2), or three (3) rounds of spread aggregates, as identified in Appendix A. The spreading of aggregate round shall conform to Appendix B.

Note: A round is the spreading of aggregates by triaxle or hopper/belly dump across an approximate 2.6meter wide area (as shown in Appendix B), in one direction. Rounds of aggregate application shall be over-lapped at the crown (as shown in Appendix B).

Construction:

The application of quarried 'A' on roadways shall be conducted in tandem with a municipal grader, to ensure that materials are evenly spread across the roadway.

The Contractor will be responsible for coordinating spreading of quarried 'A' materials with the Public Works Foreman, so that a municipal worker can be provided to grade the roadways during material application. The Contractor shall ensure that material application is done in such a way as to minimize the idle time of municipal employees and equipment. The Public Works Foreman reserves the right to stop delivery and reschedule if or when work is not conducted in an efficient manner.

Performance Evaluation:

Failure to execute the contract in a competent and timely manner will result in the disqualification of the bidder from bidding on the Municipality of Powassan's contracts for a period of two (2) years.

If the work is **not** completed by the above specified date, or by an amended date allowed by an approved extension of time, then the contractor agrees to pay the Municipality a sum of **\$200.00** per calendar day, for each day's delay in finishing the work, as liquidated damages.

Special Provisions:

The Contactor shall be responsible for ensuring a uniform consistent application of materials and shall do so at the rates listed provided in the "Truck Load Spreading Coverage" section of the RFP document.

Where any discrepancy exists between these Special Provisions and the standard OPSS, the Special Provisions shall govern.

Provisional Items:

Items of work that may be required during the course of construction, but the exact requirements of which will depend on budget compatibility, are shown as "Provisional Items". These quantities are anticipated to vary to suit the Municipal budget or may not be used at all. The Contractor shall price these items accordingly and shall not claim any anticipated loss of profit or increased overhead if any or all of these items are reduced or deleted altogether.

Testing:

The Contractor will be responsible for providing the Public Works Engineer or Foreman with sieve analysis of the Quarried 'A' materials (grain size analysis report). The results of these tests shall be provided to the Public Works Foreman five (5) business days prior to placement of granular materials.

Should the Public Works Foreman deem it necessary, additional sieve analysis will be conducted on quarried 'A' materials at the expense of the contractor.

Contractors Ability To Perform Work:

The Contractor is required to complete the following statements and is required to include the said statements using the space provided or similar documentation provided by the Contractor in their Proposal submission.

- <u>Statement A:</u> The Contractor must state contracts and/or experience in successfully performing similar projects.
- <u>Statement B:</u> The Contractor must list all senior supervisory staff to be used during the completion of the contract, and the relative experience of each listed staff member.
- <u>Statement C:</u> Give the location and a description of the construction equipment which the Contractor proposes to use.

Statement A – Contractor's Experience for Reference:
Statement B – Senior Supervisors and Experience:
Statement C – List of Equipment:
Proposed Timelines:
I, the Contractor, propose to start this project on:, and anticipate completing all work as required in this RFP by:
Please note that the contractor shall work around the school bus schedule to ensure that the buses are not delayed due to this work. The contractor shall not charge any additional costs or increased overheads due to this. The above proposed start and completion dates are based on the Contractor's schedule and will have an impact on the Contractors proposal score (see timeline section of Appendix C) if timeline exceeds July 3 rd , 2024.
<u>Liability/Indemnification:</u>
The Contractor shall indemnify the Municipality, its officers, employees, and agents from all claims, demands, actions, or other proceedings initiated by others arising out of or attributable

to anything done, or omitted to be done by the Contractor, its officers, employees, or agents in connection with the services performed or required to be performed under this Contract.

Product must be taken from a valid licensed pit. It is the responsibility of the bidder to ensure proper operations and licensing. The name of the pit product is to be taken from, must be provided prior to project commencement.

Liability/Insurance:

The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The Contractor shall maintain a policy of general liability insurance having limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.

The general liability policy shall include the Municipality as an additional insured, but only in respect of and for the duration of the services to be performed under this contract and shall contain a cross liability clause endorsement.

Prior to the beginning of the Contract the Contractor must provide proof of insurance

The Contractor shall provide proof of valid WSIB coverage.

f policy) to the Cler	k of the Municipality.
INSURANCE CO:	
EXPIRY DATE:	
	INSURANCE CO:

Motor Vehicles and Excess Loading:

The Contractor is responsible for having and maintaining a valid CVOR (Commercial Vehicle Operator's Registration) certificate throughout the duration of this contract. Where a vehicle is hauling materials for use on the work under the contract, in whole or in part upon a public highway and where motor vehicle registrations is required for such vehicle, the Contractor shall not cause or permit such vehicles to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise, except where there are designated areas in the contract where overloading is permitted. The Service Provider shall bear the onus of weighing disputed loads.

Bidder Deposit:

Bidders are required to deposit a certified cheque, payable to the Corporation of the Municipality of Powassan for 10% of the total bid price. Unsuccessful bidders' cheques will be returned within thirty (30) days following the contract award. The successful bidder's cheque will be held for a forty-five (45) day period following the completion of the contract, to the satisfaction of the Municipality.

Payment, Holdback, and Completion:

The contractor shall be paid in full, at the bid unit price for all quantities of materials placed and supplied to the municipality, upon successful completion of the contract to the satisfaction of the Municipality and after the contractor is awarded a certificate of substantial performance by the Public Works Engineer or Foreman (from 6 as per the Construction Liens Act). Payment will be provided within thirty (30) days of successful completion.

The material quantities will be verified against the sum of all material loading tickets provided.

Breach of Contact and Contract Termination:

If the Contractor or Municipality fails to meet the terms of the contract herein explained, the party conforming to the contract will have the opportunity to terminate the contract due to the other party breaching the contract. When a non-conformance is noticed by a party, the conforming party has a responsibility to notify (either by letter or e-mail) the non-conforming party. The non-conforming party will have ten (10) business days to meet the terms of the contract, failure to do so will be a breach of contract and will be grounds for immediate dismissal.

Additionally, should the Contractor or Municipality knowingly provide false information during the completions of this contract document, it will be henceforth considered that the complying party was given insufficient information to formal accept the contract; meaning that the contract will be now in void, unless both parties can agree on new terms to this contract.

Health & Safety:

All work performed under this Contract must be carried out in accordance with the Municipality's Health and Safety Policy and any federal and provincial health and safety legislation and regulations. Failure to comply with this condition will be considered a breach of contract.

The Contractor will hold the responsibility of the constructor according to the Occupational Health and Safety Act, during the course of construction.

It will be the responsibility of the Contractor to ensure that all employees/workers within the construction zones wear all appropriate PPE (Personal Protective Equipment), all regulations and procedures within the Occupational Health and Safety Act are met, that the health and safety of all workers or employees is protected, and that the health welfare and property of all residents/civilians is preserved.

Any and all unsafe acts committed during the completion of this contract, shall be brought to the attention of the operations manager who shall notify the on-site foreman. If the occurrence/act is not rectified in a timely manner, the Ministry of Labour will be informed.

Bid Form

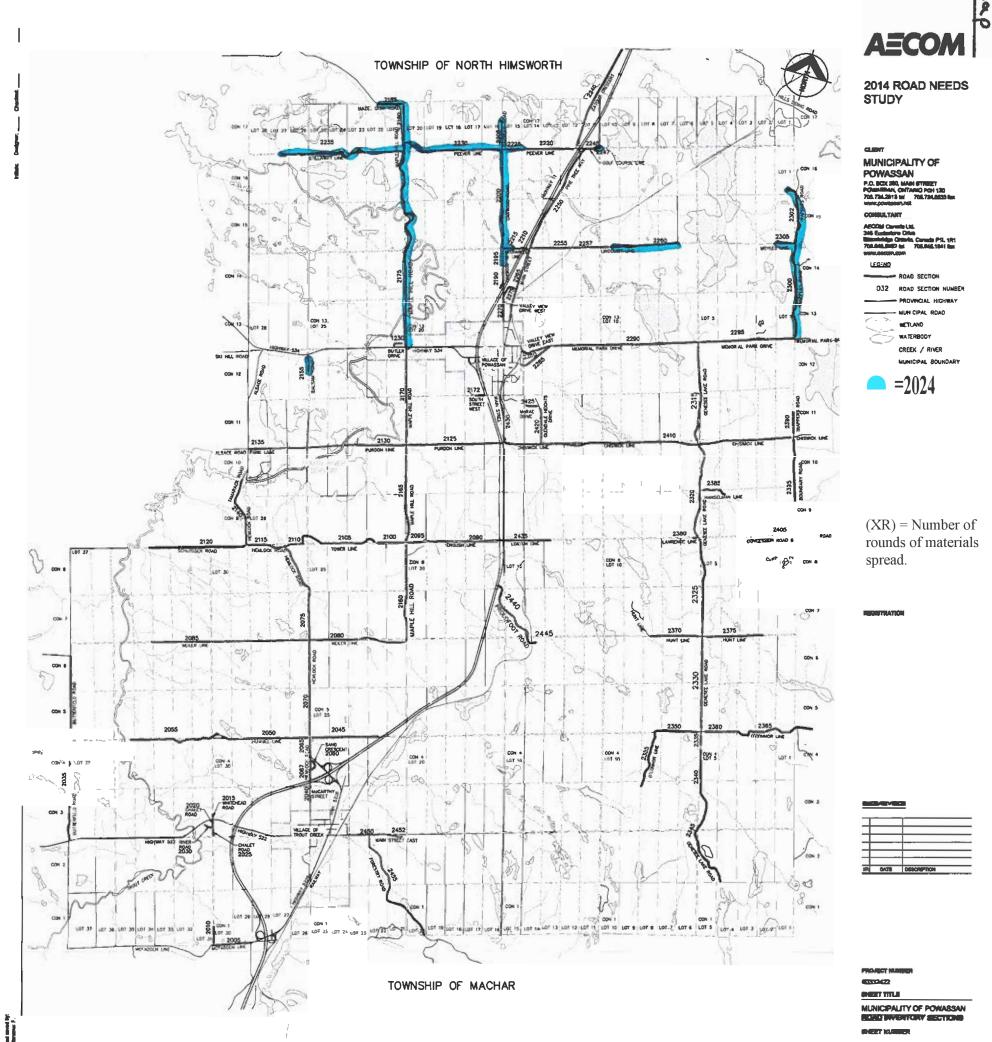
The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this quote, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications for

the sum provided in the table below:

Item	Spec	Description	Road ID	Unit	Quantity	Unit Bid Price	Total Bid
1	OPSS 206,OPSS 1010, S.P.	Trapper Road (2.2km)	2300	Tonne	1100	\$	\$
2	OPSS 206,OPSS 1010, S.P.	Moyles Line (0.2km)	2305	Tonne	100	\$	\$
3	OPSS 206,OPSS 1010, S.P.	Trapper Road (1.0km)	2302	Tonne	500	\$	\$
4	OPSS 206,OPSS 1010, S.P.	Maple Hill Road (0.8km)	2180	Tonne	600	\$	\$
5	OPSS 206,OPSS 1010, S.P.	Hazelglen Road (0.5km)	2185	Tonne	375	\$	\$
6	OPSS 206,OPSS 1010, S.P.	Peever Line (2.1km)	2230	Tonne	1550	\$	\$
7	OPSS 206,OPSS 1010, S.P.	Peever Line (0.6km)	2225	Tonne	450	\$	\$
8	OPSS 206,OPSS 1010, S.P.	Oakwood Road (0.6km)	2205	Tonne	300	\$	\$
9	OPSS 206,OPSS 1010, S.P.	Oakwood Road (2.1km)	2200	Tonne	1575	\$	\$
10	OPSS 206,OPSS 1010, S.P.	Oakwood Road (0.6km)	2195	Tonne	450	\$	\$
11	OPSS 206,OPSS 1010, S.P.	McCharles Line (0.22km)	2215	Tonne	155	\$	\$
12	OPSS 206,OPSS 1010, S.P.	Lindquist Line (1.5km)	2260	Tonne	1125	\$	\$
13	OPSS 206,OPSS 1010, S.P.	Stillaway Line (2.8km)	2235	Tonne	1150	\$	\$
14	OPSS 206,OPSS 1010, S.P.	Balsam Road (0.05km)	2155	Tonne	25	\$	\$
15	OPSS 206,OPSS 1010, S.P.	Golf Course Line (0.1km)	2247	Tonne	75	\$	\$
16	OPSS 206,OPSS 1010, S.P.	Maple Hill Road (4.6km)	2175	Tonne	3450	\$	\$
Road Total				Total:	12980	\$	\$
Provisional Items							
17		Stockpile at Public Works Yard	P.W.Y.	Tonne	2500	\$	\$
					HST	\$	
					Total Bid	\$	

Bid Form

are not under the influence of alcohol or legally binding contract with the Munici the work without undue delay to ensure RFP to later than:	pality of Powassan, a that work is complet	nd agree to perform ed as specified in thi
Name of Individual or Firm		hereinafter
Name of Individual or Firm	(PRINT)	
Address:		
PO BOX:		
Street Address:		
City/Province:		
Country/Postal Code:	-	
Primary Contact Telephone Number:		
Secondary Contact Telephone Number:		
Primary E-mail Contact:		
Authorizing Signature:		
Title:		
Date:		
Witness or Firm Seal:		



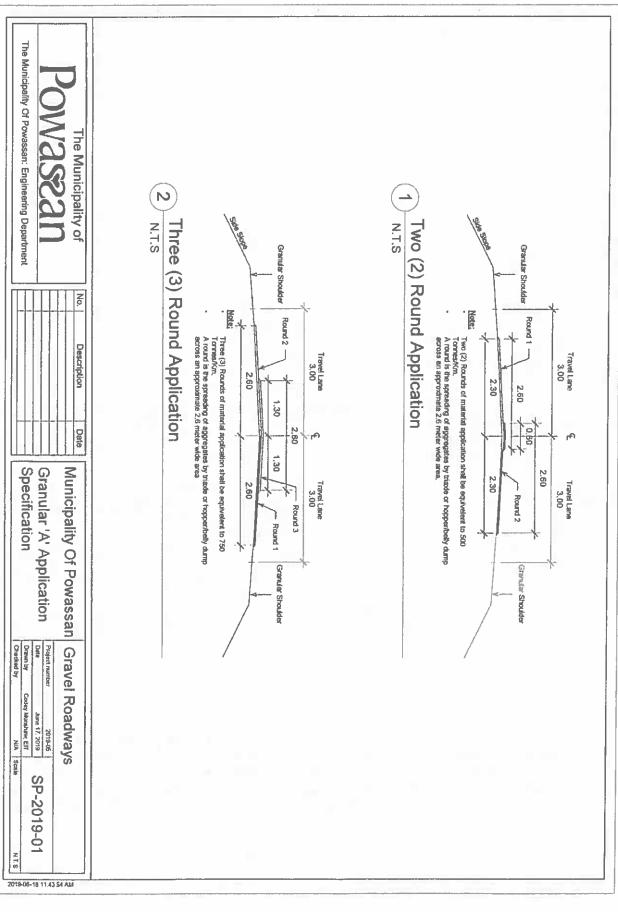
Balsam Road: 0.05km; 25 tonnes (2R) Maple Hill Road: 4.6km; 3,450 tonnes (3R) Maple Hill Road: 0.8km; 600 tonnes (3R) Hazel Glen Road: 0.5km; 375 tonnes (3R) Oakwood Road: 0.6km; 450 tonnes (3R) Oakwood Road: 2.1km; 1,575 tonnes (3R) Oakwood Road: 0.6km; 300 tonnes (2R) McCharles Line: 0.22km; 155 tonnes (3R)

Peever Line: 0.6km; 450 tonnes (3R)

Peever Line: 2.1km; 1550 tonnes (3R)

Stillaway Line: 2.8km; 1150 tonnes (2R) Golf Course Line: 0.1km; 75 tonnes (3R) Lindquist Line: 1.5km; 1,125 tonnes (3R) Trapper Road: 2.2km; 1,100 tonnes (3R) Trapper Road: 1km; 500 tonnes (2R) Moyles Road: 0.2km; 100 tonnes (2R) Stockpile at Public Works Yard: 2500 tonnes

Total Length: 19.97km Total Materials: 15,480 tonnes





Appendix C - Proposal Evaluation

(To be completed by Municipal Staff)

Date:

Contractor:

	Timeline	
Score (of 5)	Description	Contractor Score (Place an "X" in the row corresponding to Contractors Score)
5	Contractor's proposal will meet or exceed the requested timeline	
2.5	Contractors proposal does not meet the requested timeline.	
0	Contractor did not provide a valid quote in accordance with RFP document, did not include this section, or timeline is deemed not to be feasible/acceptable.	
A BOOK I I SIK	Quality of Submission Package	
Score (of 5)	Description	Contractor Score (Place an "X" in the row corresponding to Contractors Score)
5	The Contractor submitted the completed proposal will all required documentation.	
4	The Contractor submitted the completed proposal with the required documentation to be submitted later.	
0	Contractor did not provide a valid quote in accordance with RFP document, did not include proposal sections, or quote was deemed not to be feasible/acceptable.	
	Work Related Experience	
Score (of 10)	Description	Contractor Score (Place an "X" in the row corresponding to Contractors Score)
10	Contractor submitted statements in the "Contractors ability to perform work" section that exceeds the Municipality's expectations	
8	Contractor submitted statements in the "Contractors ability to perform work" section that meets the Municipality's expectations	
6	Contractor submitted quality statements in the "Contractors ability to perform work" section,	

	however the contractors experience is slightly less	
	than the Municipality's expectations Contractor submitted statements in the "Contractors	
4	ability to perform work" section that do not meet the	
4	Municipality's expectations	
	Contractor submitted poor statements in the	
2	"Contractors ability to perform work" section that do	
2	not meet the Municipality's expectations	
	Contractor did not provide a valid quote in	
	accordance to RFP document, did not include this	
0	section, or the submitted work related experience is	
	deemed not to be acceptable.	
	Pricing	
		Contractor Score
Score (of 30)	Description	(Place the corresponding "Score" in the row corresponding to Contractors proposal Score)
	Pricing for proposals will be based on the following	
	formula: Pricing Score = $30 - 5\left(\left(\frac{r}{1}\right) - 1\right)$,	
0-30	where r= proposal pricing rank (with the lowest bid	
	being rank 1, and the rest of the ranks being awarded	
	from lowest to highest accordingly).	
	Contractor did not provide a valid quote in	
0	accordance to RFP document, an error was found in	
	the bid costing, or the quote price was deemed not to	
	be acceptable.	
	Budget	
		Contractor Score
Score (of 30)	Description	(Place the corresponding "Score" in the row corresponding to Contractor proposal Score)
	All proposals will be evaluated using the following formula:	
	$Budget Score = 30 x \left(\frac{New Stockpile Size}{Requested Stockpile Size} \right)$	
	The new stockpile size will be determined by	
0-30	subtracting the 2020 budget from the total proposal	
11-511	bid, dividing this number by the unit bid price listed	
0-30	for an about with all and well are fail and about the state of the sta	
0-30	for stockpiled granular 'A' materials, and subtracting	
0-30	this number from the requested stockpile size. If the	
0-50	this number from the requested stockpile size. If the new stockpile size equals or exceeds the requested	
0-30	this number from the requested stockpile size. If the	

Score (of 25)	Description	(Place an "X" in the row corresponding to Contractors Score)
20	The Contractor is proposing to use quarried martials that conform to OPSS requirements	
10	The Contractor is proposing to use pit sourced granular 'A' materials conforming to OPSS requirements	
0	Contractor proposed to use materials that do not conform to OPSS requirements (sieve analysis for granular 'A' materials proposed to be used, did not meet the gradation range specified in the OPSS)	
	Total Service Provider Score (Combined Score For	All Categories)
	Score (of 100)	

<u>Note:</u> In the case of a tie in evaluating proposals, the contract shall be awarded to the contractor providing better rated material quality. If both proposals use quarried materials conforming the OPSS specifications, then the overall contract price shall be the tie breaker.

The proposal evaluation will be completed after bid opening on May 5, 2020. Upon the completion of the proposal evaluation, the evaluation scores will be compared. The Contractor that submitted the proposal with the highest overall score will be awarded the contract.

Any and all proposals that are incomplete, late, or do not follow the guidelines specified in the RFP; will receive a 0 in all categories of the proposal evaluation.