THE CORPORATION OF THE TOWN OF COBOURG

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REQUEST FOR QUOTATION

SNOW REMOVAL EQUIPMENT RENTAL

**CO-21-28-PWD**

**2021-2024**

**TED SOKAY – CRS-S**

**MANAGER – ROADS/SEWERS**

**TOWN OF COBOURG**

**PUBLIC WORKS**

**THE CORPORATION OF THE TOWN OF COBOURG**

**SNOW REMOVAL EQUIPMENT RENTAL**

**Sealed Quotations** will be received by the undersigned until 2:00 P.M., Thursday, October 14, 2021 for snow removal equipment rental.

If you are interested, please submit, **in a sealed envelope**, your quotation on the attached form, complete the attached WSIB and Liability Insurance forms, with the following Quotation Label securely attached to the front of your sealed envelope, and **return by 2:00pm October 14, 2021,** to:

**Mr. Brent Larmer**

**Manager of Legislative Services/Municipal Clerk**

The Corporation of the Town of Cobourg

55 King Street West

Cobourg, Ontario K9A 2M2

Tel: 905-372-4301

**NOTE:** The Town of Cobourg does not bind itself to accept the whole or part of any quotation, and in particular if only one quotation is received, the Corporation of the Town of Cobourg reserves the right to reject it. The Town reserves the right to reject any or all quotations for any reason and to accept any proposal if considered best for the Town’s interest. Any bid submitted after the designated closing date and time will be returned to the entity submitting the quotation unopened.

**INCOMPLETE QUOTATIONS:**

Quotations which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected by the Town of Cobourg.

**The lowest or any quotation not necessarily accepted.**

The Town of Cobourg may be in need of some extra snow removal equipment for the winter seasons of 2021-2022, 2022-2023 and 2023-2024.

If you have any equipment available and would be interested in renting such equipment to the Municipality, please provide us with the following information:

1. **List of equipment (complete attached forms) indicating:**

a) Capacity in cubic yards for truck(s) and loader(s)

b) Horsepower, where applicable

c) Gross vehicular weight, where applicable

d) Name, address and telephone number of person to be contacted

e) Completed attached form re:Workplace Safety and Insurance Board and Liability Insurance

f) Hourly rate including operator for each piece of equipment. **Do not include HST**

2. **The pieces of equipment desired:**

a) Graders and plows on trucks (complete with flashing blue light as per Highway Traffic Act)

b) Loaders

c) Trucks - single, tandem, and Tri axles.

d) Option - Heavy duty snow blower for truck loading

**GOVERNMENTAL REQUIREMENTS:**

The contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Order-in-Council and By-laws which could in any way pertain to the work outlined in the quotation or to the employees of the contractor.

**OCCUPATIONAL HEALTH AND SAFETY ACT OF ONTARIO**

(1) The Town of Cobourg is the employer with respect to the Occupational Health and Safety Act. The contractor shall be responsible for compliance with all Provisions, Regulations and Orders under the **Occupational Health & Safety Act** and in addition will meet not only the minimum standards prescribed under such **Act**, Regulations and Orders but will also meet all safety standards established by industry practice or any industry associations applicable to the industry of which the contractor is part.

(2) The contractor acknowledges that the contractor’s obligations relating to the **Occupational Health & Safety Act** and safety standards include the following:

(a) an obligation to provide a safe work environment;

(b) an obligation to educate and train all workers;

(c) an obligation to provide its workers with written instructions for work procedures, especially for all dangerous types of work;

(d) an obligation to obey the Occupational Health & Safety Policy of the Town of Cobourg and ensure that this Health & Safety Policy is followed in the performance of all of the work under the contract. It shall be an obligation of the contractor to follow its own Occupational Health & Safety Policy and provide a copy of its Health & Safety Policy to the owner as a part of the contract;

(e) an obligation to ensure that all of its subcontractors have an Occupational Health & Safety Policy in place and it is followed on this project;

(f) an obligation to take every reasonable precaution in the circumstance for the protection of its workers.

(3) The contractor shall also be responsible for the actions of and ensure that all subcontractors comply with the provisions of the **Occupational Health & Safety Act** and the provisions of this contract which shall also be deemed to apply to any subcontractor of the contractor.

(4) Any breach of the provisions of this agreement relating to the health and safety standards of the obligations under the **Occupational Health & Safety Act** or any Laws, Regulations or Orders made pursuant thereto shall be deemed to be a material breach under the terms of this agreement giving rise to an ability on the part of the owner to terminate the contract by the contractor for material default.

(5) The contractor indemnifies and agrees to save harmless the owner from and against all claims, costs and damages of any nature and kind whatsoever brought as a result of the breach of the obligations of the contractor hereunder or any default or negligence of the contractor hereunder or under the provisions of the **Occupational Health & Safety Act** and Regulations including legal costs on a solicitor and client basis, the cost of retaining and paying for expert witnesses, the cost of time lost for preparation and attendance at any legal proceedings, any costs associated with defending, paying any fines or other compensation under or dealing with any charges under the **Occupational Health & Safety Act** or Regulations.

**FREEDOM OF INFORMATION AND PRIVACY ACT:**

Information collected on this quotation form is collected in accordance with the Corporation's purchasing policy and will be used to determine the successful bidder. The information contained on the quotation form is considered to be public information and is available for public viewing once the public opening of the quotation documents has taken place.

**LIABILITY INSURANCE:**

(1) The contractor shall supply a certified copy of the contractor's policy of insurance, naming the Corporation of the Town of Cobourg as one of the insured parties and to cover the work to the date of completion, such insurance to be non-cancellable for the insurer as against the Municipality during the term of agreement, for at least the following limits:

a) Comprehensive liability insurance providing personal injury limits of at least $5,000,000.00 inclusive in any one accident and for property damage of at least $5,000,000.00 inclusive in any one accident. The document shall clearly indicate that coverage for Municipal snow clearing, removal, salting and/or sanding operations is included.) Insurance as in (a) for licensed motor vehicles owned by or operated on behalf of the contractor.

(2) The contractor agrees to indemnify and save harmless the Town of Cobourg from all manner of action, causes of action, claims or demands for or by reason of or in any way arising out of the works performed pursuant to this agreement.

**COVID-19 Pandemic:**

At the time of issuing this Request For Quotations (RFQ) it is unknown how long the COVID-19 pandemic situation will continue along with the resultant State of Emergency Orders and related restrictions imposed by the Government of Ontario and other levels of government.

Without limiting the parties’ mutual obligation to mitigate the impact of the current and future COVID-19 related restrictions on the performance of their respective obligations under this Contract, the parties acknowledge and agree that if renewed, additional or increased COVID-19 related restrictions are imposed, and those restrictions impact the ability for the work called for under this RFQ to continue, then the Contract Time shall be extended for such reasonable duration as the Town and the Contractor shall agree based on the prevailing circumstances. The extension of time shall not be less than the delay/time lost as a result of renewed, additional or increased COVID-19 related restrictions that limit the ability for the work called for under this RFQ to continue, unless the Contactor agrees to a shorter extension.

The Contractor shall not be entitled to payment for costs incurred due to such delays and lost time. Should renewed, additional or increased COVID-19 related restrictions require the Town to make a determination with respect to the essential nature of the work called for under this RFQ the Town will do so at its sole discretion. The Contractor shall not be entitled to any payment by the Town as a result of such decisions and determinations as the Town may be required to make.

**The Contractor will be required to submit a plan that outlines how the Contractor will address the** **requirements of all COVID-19 related restrictions in the context of the Work called for under this RFQ**. **This shall include, but not be limited to required social distancing, hygiene and personal protective equipment measures for the Contractor’s employees as well as Town of Cobourg staff and their representatives and regulatory agency staff required to attend the site along with the general public.**

**SCOPE OF WORK:**

The duration of the contract for the 2021-2024 winter seasons will commence on:

November 1, 2021 at 00.01a.m. and terminate on April 30, 2022 at 11:59p.m., and

November 1, 2022 at 00.01a.m. and terminate on April 30, 2023 at 11:59p.m., and

November 1, 2023 at 00.01a.m. and terminate on April 30, 2024 at 11:59p.m.

The contractor shall be available during the entire contract duration.

**TERM OF CONTRACT:**

The term of this contract is to be for a period of three (3) years, starting with the Winter of 2021 - 2022. At the conclusion of the three (3) year contract the contract may be extended for an addition two (2) years, 2024 - 2025 and 2025 - 2026, upon mutual agreement. Written notice shall be provided by the Town of Cobourg of its intention to exercise this option.

**Notes:**

1. The unit prices bid are in effect from November 1, 2021 – April 30, 2022.
2. Season two (2), November 1, 2022 – April 30, 2023, the unit prices bid shall be adjusted by 2.0%.
3. Season three (3), November 1, 2023 – April 30, 2024, the unit prices bid shall be adjusted by adding 2.0% to season two (2) prices.
4. Should the Town elect to extend the annual program for an additional two (2) seasons, unit prices for season four (4) November 1, 2024 – April 30, 2025 shall be established by adding 2.0% to season three (3) unit prices and season five (5) November 1, 2025 – April 30, 2026 shall be established by adding 2.0% to the established season four (4) unit prices.
5. Any time during and at the end of each winter season a performance evaluation may be conducted between the respective managers and the Roads / Sewers Manager to evaluate the contractor’s performance. If at any time during this period the Town of Cobourg finds that the Contractor has failed to perform all duties and work / services as described in this contract to the complete satisfaction of the Town of Cobourg and upon notification of this failure to the Contractor, the Town of Cobourg may take the following actions:

1) Notify the Contractor that remedial or repeat work / service needs to be done to complete the work / service. Such remedial or repeat work / service shall be completed at no additional cost to the Town of Cobourg.

2) Notify the Contractor that upon a second request per 1) above the Contractor and the Town of Cobourg shall have a meeting to discuss the reasons for the need for remedial or repeat work and to discuss a permanent solution to the problem as to why the need for remedial or repeat work was necessary and to state the resolution to the issue(s) to the complete satisfaction of the Town of Cobourg.

3) Following any repeated requests by the Town of Cobourg after step 2) above which shall be understood as the third request for remedial or repeat work / service, the Town of Cobourg may at its sole decision terminate the contract and declare that the Contractor is in default of the contract and that the Town of Cobourg may take whatever steps it deems necessary to mitigate the failure of the Contractor including but not limited to:

4) Seek any financial remedies from the defaulted Contractor which shall be to ensure that the Town of Coburg does not incur any financial loss between said Contractor’s bid prices and the prices of any Contractor that may be called to complete the work / services for the remainder of the contract period.

5) Remove the defaulting Contractor from the Town of Cobourg’s bidders list and prohibit the Contractor from bidding upon any future work or service for the Town of Cobourg for an undetermined period of time.

6) Seek any other compensation or other result from the defaulting Contractor that the Town of Cobourg solely determines is necessary.

**PUBLIC PROTECTION:**

The contractor shall provide all protection necessary for the public in the performance of this work, including the supply and erection of proper signs, barricades and adequate warning lights as may be required for the protection of the public either day or night.

**COMMENCEMENT OF WORK:**

Snow removal equipment may be requested at any time of the day or night by the Manager/Supervisor of the Roads/Sewers Department or his/her designate during the term of this contract.

**INVOICING:**

The Contractor shall invoice the Town Of Cobourg on a monthly basis. Each invoice shall detail the areas served, the dates and times served and the rate for each piece of equipment used for all snow clearing / snow removal operations.

**DAMAGES:**

Any damage to municipal property or adjacent property as a result of snow clearing operations will be the responsibility of the contractor to facilitate appropriate repairs. Similarly, any sod, asphalt, curbs, sidewalk or sign posts damaged or stripped during snow clearing/ removal operations are to be replaced at the contractor’s cost by May 31 in each contract year. All damages must be reported immediately to the Town of Cobourg, Roads / Sewers Manager.

**EQUIPMENT LISTING:**

The contractor shall ensure that sufficient equipment is available to perform snow removal.

A list of equipment/vehicles to be operated by the contractor **must** accompany this bid.

|  |  |  |
| --- | --- | --- |
| NAME of PERSON and/or COMPANY |  | Signed |
|  |  |  |
| Address (Street) |  | Date |
|  |  |  |
| (City, Postal Code) |  | Phone No. |
|  |  |  |
| E-Mail Address |  | Mobile No. |

**THE CORPORATION OF THE TOWN OF COBOURG**

**SNOW REMOVAL EQUIPMENT RENTAL**

**QUOTATION NO. CO-21-28-PWD**

**2021 - 2022 WINTER SEASON**

**2022 - 2023 WINTER SEASON**

**2023 - 2024 WINTER SEASON**

**DATE DUE: THURSDAY, OCTOBER 14, 2021 DO NO INCLUDE HST**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| EQUIPMENT | NO. AND TYPE  AVAILABLE | CAPACITY  CU. YD. | HORSEPOWER | RATE PER HOUR INCLUDING OPERATOR |
| LOADER: |  |  |  |  |
| TRUCKS -  SINGLE AXLE: |  |  |  |  |
| TANDEM AXLE: |  |  |  |  |
| TRIAXLE: |  |  |  |  |
| GRADER: |  |  |  |  |
| PLOW: |  |  |  |  |
| SANDER: |  |  |  |  |
| SNOW BLOWER: |  |  |  |  |

Person to be Contacted:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE CORPORATION OF THE TOWN OF COBOURG

**SNOW REMOVAL EQUIPMENT RENTAL**

**QUOTATION NO. CO-21-28-PWD**

**2021-2022 WINTER SEASON**

**2022-2023** **WINTER SEASON**

**2023-2024** **WINTER SEASON**

To: Town of Cobourg:

**RE: WORKPLACE SAFETY AND INSURANCE BOARD - LIABILITY INSURANCE**

1. WSIB

Firm Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Liability Insurance Name of Firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

($5,000,000 Min.)

This is to certify that the above-named firm has complied with all the requirements of the Workplace Safety and Insurance Board and all workers are covered by same, and that all equipment furnished to the Municipality carries liability insurance.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position Held of Signing Official