

# THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



## Head, Clara & Maria Service Delivery Review **REQUEST FOR TENDER DOCUMENTS**

RfT 2020-04

Sealed tenders will be received at: The Township Office  
15 Township Hall Road  
Stonecliffe, Ontario, K0J 2K0

**Tender Closing Date:** May 15, 2020 @ 12:00h

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Once signed, this document becomes the official tender and once accepted by Council/Staff, becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

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## **TENDER DOCUMENT INSTRUCTIONS**

### **1.0 INTERPRETATION**

- 1.1 “addendum” includes all additions, modifications, changes or deletions to the original tender or contract documents and will be forwarded to each firm or individual who is in receipt of a tender document package.
- 1.2 “contract documents” or “tender documents” include all pages of this tender package in addition to the contract documents attached.
- 1.3 “non-qualified agreement” means an agreement which is not tendered in accordance with the Township’s qualification procedures.
- 1.4 “tenderer” or “bidder” means the applicant completing this tender for consideration by the Municipality.
- 1.5 “Township” or “Municipality” or “Owner” means the municipality of the Corporation of the United Townships of Head, Clara & Maria.

### **2.0 GENERAL**

- 2.1 Contact for the Municipality of the United Townships of Head, Clara & Maria is Charlotte Toope, Clerk/Treasurer (613) 586-2526, fax (613) 586-2596, email [clerk@headclaramaria.ca](mailto:clerk@headclaramaria.ca). Any inquiries regarding the interpretation of the plans or specifications shall be directed to Ms. Toope.
- 2.2 The tender documents must be received by the Municipality by 12:00 h on the closing date, May 15, 2020. Under no circumstances will Tenders be considered which are received after the local time on the advertised closing date for Tender.
- 2.3 All entries in the tender shall be clear, legible, and made in ink. All items shall be addressed according to instructions in the tender and Agreement documents, with entries made for all pricing as appropriate.
- 2.4 All items must be bid unless the tender specifically permits otherwise, with the price for every item and other entries clearly shown.
- 2.5 Tenders which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.

- 2.6 Each Tender shall state the Fixed Price/prices for which the Tenderer will undertake to carry out all the work as described and/or shown in/on the Tender Documents.
- 2.7 All prices (unless otherwise specifically requested in the Tender Documents) shall be "Work Completed" prices, and shall be understood to include all materials, labour and other expenses including all Sales Taxes, fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned. Unit prices shall apply to additions to or deductions from the Contract as directed by the Municipality.
- 2.8 The tender form must be signed, where indicated, by an authorized official of the Company, Firm or the Contractor, if a sole proprietorship, and delivered to the office in a sealed envelope clearly marked as to contents.
- 2.9 Limited liability companies should affix their corporate seal, over the signature or signatures of authorized signing officer or officers.
- 2.10 Faxed tender submissions will be rejected as they do not meet confidentiality or signature requirements.
- 2.11 Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.

### 3.0 ALTERATIONS OR WITHDRAWAL OF TENDERS

- 3.1 A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously submitted by the applicant for that Agreement.
- 3.2 The applicant may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the bidder's signature to the Clerk. Due to security, facsimile transmissions or telephone calls will not be accepted.
- 3.3 Bidders are to refer to the standard terms and conditions herein. Your tender and any resultant purchase will be based on these terms and conditions unless otherwise agreed to in writing.

### 4.0 UNBALANCED TENDERS AND DISCREPANCIES

- 4.1 Where obvious omissions or errors have occurred, municipal staff will

correct mathematical discrepancies by appropriate means to arrive at an accurate total tender price.

- 4.2 Each item in the Tender Form shall be a reasonable price for such item. Under no circumstances will an unbalanced tender be considered. The Municipality will be the judge of such matters, and should any tender be considered to be unbalanced, then it will be rejected.
- 4.3 Applicants whose bids have been rejected by the Municipality will normally be notified via mail within ten (10) business days.

#### 5.0 ACCEPTANCE OR REJECTION OF TENDERS

- 5.1 The Municipality reserves the right to reject any or all tenders and to waive formalities as the interest of the Municipality may require without explanation, **therefore, the lowest or any tender may not necessarily be accepted.** Such circumstances may include, but are not limited to, the quote on all tenders received, being in excess of the anticipated Municipal budget resulting in lack of funds to complete the project.
- 5.2 The Municipality reserves the right to reject any tenders from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner within the specified time frame.
- 5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any tender, or by reason of any delay in the acceptance of a tender, except as provided in the tender documents.
- 5.4 The tender shall be irrevocable for a period of thirty (30) business days following the date of tender closing.

#### 6.0 AGREEMENT AWARD PROCEDURES

- 6.1 The Municipality will notify the successful bidder that the bid has been accepted within thirty (30) days of the tender closing.
- 6.2 Notice of acceptance of tender will be by fax or email.
- 6.3 The successful bidder may commence work at the site immediately upon notification from the Clerk that work may begin.

6.4 Failure by the successful bidder to meet the above requirements will entitle the Municipality to cancel the award of the contract.

6.5 The Municipality may then award the Contract to one of the other bidders, or take such action as it chooses.

## 7.0 TENDER OPENING

7.1 Tenders shall be opened at the Municipal office at 12:30 p.m. on the same day that the tender closes. The Total tender price only in the Form of Tender shall be announced for each tender opened.

7.2 No announcement concerning the successful Tender shall be made until a complete tender report and analysis is completed by staff and if applicable (as per our Procurement By-Law), approved by Council.

## 8.0 REQUIREMENTS AT TIME OF EXECUTION

8.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.

8.1.1 Insurance Documents (Valid Certificate of Insurance)

8.1.2 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB).

8.1.3 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances) have been made.

8.2 Upon acceptance of tender by the Municipality, the successful bidder shall submit properly executed Certificates of Liability and All Risk Insurance, and all other documents as requested.

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# THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



## Head, Clara & Maria Service Delivery Review **FORM OF TENDER DOCUMENTS** RfT 2020-04

Sealed tenders will be received at: The Township Office  
15 Township Hall Road  
Stonecliffe, Ontario, K0J 2K0

**Tender closing Date:** May 15, 2020 @ 12:00 h,

Once signed, this document becomes the official tender and once accepted by Council/Staff, becomes part of the Agreement. The lowest or any tender will not necessarily be accepted.

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Name of firm or individual (hereafter referred to as the "Contractor")

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Address

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Name of person with signing authority (printed and signed)

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Office of person signing for firm

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Phone number

Fax number

Other



**BIDDER CHECKLIST**

(to be enclosed in the Tender envelope)

Before sealing envelope and submitting bid, please ensure that the following has been completed:

- 1.0 Tender has been signed. \_\_\_\_
- 2.0 Seal been affixed. \_\_\_\_
- 3.0 The complete written Form of Tender has been enclosed. \_\_\_\_
- 4.0 All copies of addenda (if applicable) have been signed and enclosed. \_\_\_\_
- 5.0 Signed copy of Bidder's Check List has been enclosed. \_\_\_\_

The tender will not be compliant and may be disqualified if **ANY** of the above points have not been complied with.

Make sure the envelope is clearly marked as to contents and is properly sealed prior to delivery.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FORM OF TENDER - IDENTIFICATION**

Tender submitted by \_\_\_\_\_ residing at (or place of  
(name of tenderer)

business) \_\_\_\_\_ and  
(home or business address)

\_\_\_\_\_ residing at (or place of business)  
(name of partner, if applicable)

\_\_\_\_\_ comprising the firm  
(home or business address)

of \_\_\_\_\_ a company duly  
(company/firm name)

incorporated under the laws of \_\_\_\_\_ or being a  
(province/country)

sole proprietor \_\_\_\_\_ and having its head office at  
(business name)

\_\_\_\_\_ hereinafter called "the  
(business address)

tenderer".

**FORM OF TENDER – TOTAL BID**

**To: The United Townships of Head, Clara & Maria**

I/We \_\_\_\_\_ have fully and carefully examined the locality and site of the proposed work, and all contract documents relating thereto, including: The Form of Agreement, The Tender Document Package, any addenda # \_\_\_\_\_ \*, Information for Tenderer, General Contract Conditions, forms of Bonds, hereby tender and offer in accordance therewith to enter into a contract within the prescribed time to construct the said works in strict accordance with the contract schedule, contract documents, and such further detail drawings as may be supplied from time to time and to furnish all materials, labour, tools, plant, matters and things necessary therefore complete and ready for the use within the time specified for the sum of \_\_\_\_\_ dollars plus HST.

(\$ \_\_\_\_\_ plus HST) or such other sum as may be ascertained in accordance with the contract.

GST/HST Registration Number \_\_\_\_\_

\* Please insert any and all addenda that have been considered in coming to the total price.

## TENDER SUMMARY

The preceding sum is comprised of the cost associated with completion of the following briefly outlined criteria:

### PROCESS:

The proposed third party review will incorporate an overall review of the municipality's current services and processes to identify areas of improvement in efficiencies and cost-savings. The review will incorporate a line by line review of the municipal budget which will provide information and direction on the review of service delivery and opportunities. This third party review will provide an opportunity to realize efficiency and cost savings needed to better align our rural township with similar municipalities. The proposed third party review will also incorporate an overview of administrative processes to reduce costs.

This process means asking the following ten questions:

1. Do we really need to continue to be in the business/service?
2. What do citizens expect of the service and what outcomes does council want for the service?
3. How does current performance compare to expected performance?
4. Do the activities logically lead to the expected outcomes?
5. How is demand for the service being managed?
6. What are the full costs and benefits of the service?
7. How can benefits and outputs of the service be increased?
8. How can the number and cost of inputs be decreased?
9. What are the alternative ways of delivering the service?
10. How can a service change best be managed, implemented and communicated?

To answer these questions, you need to engage citizens and other stakeholders (such as Council and municipal staff) to ensure that your choices are informed by their goals and values. Feedback from these groups represents an indispensable resource.

### OUTCOME:

Development of a final draft report by August 13<sup>th</sup>, 2020 and presentation to Council and Clerk/Treasurer on August 22<sup>nd</sup>, 2020, which will include; specific and actionable

## HCM SERVICE DELIVERY REVIEW - FORM OF TENDER DOCUMENTS

recommendations for cost savings and improved efficiencies. These recommendations must take into consideration all factors of our municipality and be reasonable for implementation and must be in alignment with Municipality Strategic Plan and Mission and Vision Statements.

Final draft report must take into consideration the Guide to Service Delivery Review for Municipal Managers ([www.mah.gov.on.ca/Asset1211.aspx](http://www.mah.gov.on.ca/Asset1211.aspx)) published by the Ministry of Municipal Affairs and Housing.

ESTIMATED TOTAL COST OF LABOUR	\$ _____
ESTIMATED TOTAL COST OF MATERIALS	\$ _____
<b>ESTIMATED TOTAL COST OF REVIEW</b>	<b>\$ _____ + HST</b>

**TENDERER'S STATEMENT**

The Tenderer agrees that, if this tender is accepted by the Owner:

- The Municipality shall have the right to choose the most beneficial/advantageous lump sum price tendered for this project.
- The carrying out of any work referred to in the proceeding paragraph or the issuance of a Contract Change Order relating to such work or the acceptance of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the contract or of any contract change order previously issued by the Municipality or any of the rights of the Owner under the Contract;
- He will pay to the Owner (in addition to amounts payable by the Owner in respect of site supervision of the work) the sum specified in the Contract as liquidated damages for each calendar day that the work under the Contract as modified by all Contract Change Orders issued by the Municipality remains uncompleted after the expiry of the Time of Completion specified in the contract or the extended time for completion allowed in writing by the Municipality in agreement with the tenderer.
- The Tenderer recognizes and agrees to the right to reject any or all tenders in whole or in part or the contract or to accept the tender or parts thereof judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, committee or any consultant. The lowest tender will not necessarily be accepted.
- Tenders which are incomplete, conditional or obscure, or which contain additions not called, for, erasure, alterations, or irregularities may be rejected as informal.
- The work will start on or around June 1, 2020.
- The entire project is to be Substantially Completed by August 22<sup>nd</sup>, 2020.
- The tender will be valid for a period of 30 days after the date of closing of Tenders on May 15, 2020.
- The Tenderer agrees that this tender is subject to a formal contract being prepared and executed.

**ATTESTATION**

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this tender are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our tender as a truly competitive tender whether to the prejudice, injury or benefit of the Municipality.

I/We, by this tender, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement and have carefully examined the site and locations of the work to be done. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this tender, I/we hereby offer to furnish all resources, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the “time of Completion” in accordance with the project schedule from the date of the written order to commence work.

**SCHEDULE "A" - Summary Of Experience In Similar Projects**

DESCRIPTION OF PROJECT (PROVIDE AT LEAST 3 REFERENCES)	YEAR	OWNER	ENTITY/PERSON RESPONSIBLE FOR PROJECT

**SCHEDULE "B" - Qualifications Of Tenderer's Senior Supervisory Staff  
TO BE EMPLOYED IN THIS CONTRACT**

NAME	TITLE OR POSITION	YEARS EXPERIENCE	QUALIFICATIONS and EXPERIENCE



**TENDER SUMMARY SIGNATURE PAGE**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Bidder signature

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Company Seal (if applicable)

\_\_\_\_\_  
Note: If the tender is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the tender is submitted by a sole proprietor, the signature must be witnessed.

**STATUTORY DECLARATION RE: TENDER**

Country of Canada  
of Ontario  
County of Renfrew

(IN THE MATTER of a Proposed Province  
(Contract for the service of:  
(HCM Service Delivery Review)  
(The United Townships of Head,  
(Clara & Maria

TO WITNESS:

I, \_\_\_\_\_ DO SOLEMNLY SWEAR THAT the  
several matters stated in the foregoing Tender are in all respects true, AND  
\_\_\_\_\_ make this solemn declaration,  
conscientiously believing it is to be true, and knowing that it is of the same force and  
effect as if made under oath, and by virtue of *"The Canada Evidence Act"*.

DECLARED before me at

The \_\_\_\_\_ of \_\_\_\_\_ in the County of

Renfrew this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Tenderer

\_\_\_\_\_  
Commissioner, etc. (or Notary Public)

The Tenderer shall complete and submit this declaration with is tender. Failure to provide the Declaration with this tender may result in the tender being ruled informal and invalid by the Owner.