

TOWNSHIP OF DORION

2021 - 2025 MUNICIPAL ROAD TENDER

FOR WINTER MAINTENANCE

TENDER INFORMATION FORM

Tenders will be received by: Township of Dorion Municipal Office
170 Loop Road,
Dorion, Ontario
P0T 1K0

Inquiries Contact : Don Fredrickson
Public Works Supervisor
(807) 857- 2295 or (807) 857-2289

Closing Date & time: **July 12, 2021 - 2:00 p.m.**

Opening Location, Date, Time: Dorion Municipal Office
July 12, 2021 - 2:15 p.m.

Name of Contractor

Address

Tel. #

Fax #

Email Address

Name of Person Signing for Contractor

GENERAL TERMS AND CONDITIONS FOR TENDERS

The “General Terms and Conditions for Tenders” form part of this tender. All tender documents called for by the Township of Dorion will bind bidders to the terms and conditions herein.

Carefully read all pages of this tender.

SUBMISSIONS OF TENDERS

1. Submissions shall be submitted on and in accordance with forms supplied by the Township Municipal Office. Facsimile, Telephone and Electronic submissions will NOT be accepted unless otherwise specified.
2. Submissions are to be sealed in an envelope marked “TENDER – WINTER MAINTENANCE EQUIPMENT” and should be properly addressed to: Township of Dorion, Municipal Office, 170 Dorion Loop Road, Dorion, Ontario P0T 1K0.

SEALED TENDERS will be received at the Municipal Office, Township of Dorion, 170 Dorion Loop Road, Dorion, ON, between the hours of 9:00 a.m. and 4:30 p.m., on Mondays, Tuesdays and Thursdays.

3. **Submissions received by the Municipal office later than the closing date and time will NOT be considered. They will be returned unopened to the bidder.**
4. No information provided orally by the Township shall be binding nor shall it alter the tender requirements.
5. To be considered valid, the Tender must be complete, legible and signed in ink by an authorized company official. All details must be typed or written in ink and must be submitted on the forms provided. If a lengthy description is necessary, attach separate sheets(s), which will be considered part of the tender. Any attachments must be listed on the main tender document. Any erasures, overwriting or strike-overs must be initialed by the person signing for the bidder.
6. By submission of a clear and detailed written notice, the bidder may amend or withdraw their submission prior to the closing date and time. At closing time all submissions become irrevocable.
7. Unless stated “**No Substitute**”, the use of brand names, makes, etc does not restrict bidders to a particular manufacturer. The use of brand names may be used to indicate quality desired. However, in submitting a bid on alternate goods or services, the bidder must furnish complete data on the alternative.

8. Prices indicated shall be net prices, including packing, packaging, delivery, unloading and installation charges, where applicable, unless otherwise stated in the Tender and shall remain unchanged during the period stipulated in the Tender. Terms of payment (ie: cash discount) shall be taken into consideration as part of the award. All unit prices must be clearly indicated and must be extended and totaled. In the event of a discrepancy between the unit price and the total sum, the unit price will be used to evaluate the bid.
9. Taxes: HST, where applicable must be shown separately.
10. Tenders which are received by the stated closing date and time will be opened and when Administration is satisfied that the bid envelope contains all the required information, the bidder's name and the total tender amount of the bid shall be **read publicly**. Bidders name and bid amount shall **ONLY** be recorded in the Tender Log when the Bid has been reviewed for compliance to the Tender requirements. There shall be no public announcement regarding a successful bid at the opening. Bidders may be present at such openings.
11. If tender revisions, deletions, substitutions or additions are necessary before closing date, Administration will coordinate the issuance of changes to prospective bidders. Bidders who have submitted a tender prior to the addendum, shall be given the opportunity to withdraw and resubmit their tenders.
12. Alterations, erasures or modifications by any means to the original document will result in the bid being disqualified.
13. A bidder desiring to make changes must withdraw the submission and/or supersede it with a later bid. The last bid received will invalidate all other bids from the bidder.
14. **ALL** tender documents must be signed in the spaces provided by the authorized official of the Bidder.
15. Failure to comply with the terms and conditions of any tender documents will result in disqualification of the tender from consideration at the time of tender opening and may result in termination of any performance contract entered into subsequent to the opening of the tender bids.
16. An **Inspection Tender Deposit** payable to the Township of Dorion and in the form of a certified cheque, or irrevocable letter of credit from a Canadian chartered bank in the amount of \$2,000.00 forms part of the tender documents.

17. An award of tender will be in favour of a bidder meeting the specifications, terms and conditions of the Tender. In addition to price, consideration will be given to;
 - knowledge of municipal operations, systems and services
 - ability/experience to perform in accordance with the tender
 - general reputation of performance from previous employers
18. Tenders shall be awarded by a by-law of Council. An award of contract may take the form of an agreement or a purchase order.
19. All unsuccessful bidders shall be notified as to the name of the successful bidder.
20. All formal agreements (performance contracts) shall be reviewed by legal counsel prior to signing.
21. All contractors, subcontractors and suppliers to the Township shall comply with all legislation and regulations which may be applicable to the Tender.

**THE LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.
LATE TENDERS WILL NOT BE ACCEPTED.**

For the purposes of the Tender, each of the following documents will form part of this agreement and are incorporated herein by;

A) A complete tender issued by the Township includes the following documents;

- i) Tender Information Form
- ii) General Terms and Conditions for Tenders
- iii) Special Instructions to Bidders on Maintenance Contracts
- iv) Contractor's Safety Plan
- v) Occupational Health and Safety Declaration
- vi) Conflict of Interest Declaration
- vii) Unit Price Summary Sheet
- viii) Schedule of Provisions, Standard Drawings, Standard Specifications
- ix) Equipment Schedule
- x) Declaration of Contract Offer
- xi) Appendix 'A', "Contractor/Operator Qualification Declaration"

B) A complete Bid must be provided by the Contractor and includes;

- i) Tender Information Form
- ii) Inspection Tender Deposit, certified cheque or irrevocable letter of credit
- iii) Contractor's Safety Plan – completed and signed
- iv) Occupational Health and Safety Declaration – completed and signed
- v) Conflict of Interest Declaration – signed
- vi) Unit Price Summary Sheet - completed
- vii) Equipment Schedule - completed
- viii) Declaration of Contract Offer – completed and signed
- ix) Current Level 2 CVOR Abstract

C) In addition to the above documentation comprising Tender Documents, the **successful** bidder shall submit the following documents before the inspection date;

- i) Certificate of Insurance
- ii) Contractor/Operator Qualification Declaration
- iii) Current Driver's Abstracts
- iv) Self – Certification Form for Salt/Sand spreaders
- v) WSIB clearance certificate or proof of self insurance, if granted independent operator status by WSIB
- vi) Copies of Information specified on the Equipment Schedule
- vii) Updated Level 2 CVOR Abstract

SPECIAL INSTRUCTIONS TO BIDDERS ON WINTER MAINTENANCE CONTRACTS

1. The Contractor shall complete and submit the following original documentation with the Tender;
 - a) Tender Information Form
 - b) Contractor's Safety Plan
 - c) Unit Price Summary Sheet
 - d) Equipment Schedule
 - e) Declaration of Contract Offer
 - f) Occupational Health and Safety Declaration
 - g) Conflict of Interest Declaration
 - h) Inspection Tender Deposit
 - i) Current Level 2 CVOR Abstract

2. The Contractor shall submit the following completed forms **before** inspection unless otherwise stated.
 - a) Certificate of Insurance
 - b) Contractor/Operator Qualification Declaration
 - c) Current Driver (s) Abstract
 - d) WSIB clearance certificate or proof of self insurance, if granted independent operator status by WSIB
 - e) Copies of Information specified on the Equipment Schedule
 - f) Updated Level 2 CVOR Abstract

3. The Tender shall include an **Inspection Tender Deposit** in the form of a certified cheque, bank draft or money order made payable to the TOWNSHIP OF DORION or an irrevocable standby letter of credit of a Canadian chartered bank in the amount of \$2,000 for each piece of equipment tendered. The Inspection Tender Deposit of all bidders, with exception of the successful bidder, shall be returned within ten (10) working days of the tender closing. No interest shall be paid. The Inspection Tender deposit of the successful bidder shall be returned when they have returned all required documentation. The deposit may be forfeited, in part or total, if the successful bidder fails to return all driver's abstracts or fails the inspection on the specified date according to Liquidated Damages which forms part of this Tender.

4. The Township shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any bidder prior, or subsequent to, or by any reason of acceptance or non-acceptance by the Township of any Bid, or by reason of any delay in the acceptance of a Bid.

5. Awarding of Tender shall be by Council By-law. The successful bidder will receive written notice to the address on the Tender Information Form and following the successful bidder's compliance to all requirements of the Tender Documents, a **performance contract** shall be entered into between the successful bidder and the Township.
6. If the Contractor fails to sign the Performance Contract, the Township may terminate the Contract on written notice to the Contractor and shall be at liberty to retain the Inspection Tender Deposit, award the Contract to the next qualified bidder or to advertise for new tenders.
7. The Township's Public Works Supervisor shall evaluate and document the Contractor's performance during the month of December, February and April during the contract period with respect to:
 - a) administration
 - b) adherence to provisions of winter maintenance contract
 - c) public relations
 - d) condition of equipment
 - e) safety procedures
 - f) efficiency, organization and coordination
8. **INSURANCE:** The successful bidder must provide a certificate of insurance from his Insurance Company providing policy number(s), covering dates and limits of liability. A comprehensive policy of public liability and property damage insurance acceptable to the Township providing insurance coverage in respect of any one accident to the limit of at least \$2,000,000 exclusion of interest and cost, against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. Such policy shall name the Township of Dorion as an additional insured thereunder and shall protect the Township against all claims for all damage or injury including death to any person or persons or for damage to any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of the contractor or any of his servants or agents during the execution of the contract. *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 \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property.*

Both the general liability insurance and the motor vehicle insurance shall be endorsed to provide the Township with not less than 30 days written notice in advance of cancellation, change or amendment restricting coverage.

Where a policy is renewed, the Contractor shall provide the Township renewed proof of insurance immediately following completion of the renewal.

The Contractor shall be responsible for the payment of deductible amounts under the policies.

9. If the Township is called on to pay any liabilities of the Contractor with respect to his operators' wages, labour, and services used or reasonably required in the performance of his contractual obligations, the Contractor covenants and agrees with the Township to indemnify and save it harmless from all claims by third parties arising out of the performance of this contractual agreement.
10. The Contractor understands that the Township will identify the specific locations and the extent of the Work to be completed under the Contract.
11. The Contractor shall provide a designated telephone number where they can be reached twenty-four (24) hours a day seven (7) days a week. The response time for work shall begin at the time the Public Works Supervisor calls the designated telephone number, whether the call is answered or not.
12. The Township shall not provide transportation/accommodations for the Contractor.
13. The Contractor is responsible for all costs associated with Workplace Safety and Insurance Board (WSIB). The successful bidder shall provide evidence of coverage for themselves and any employees under WSIB. The Township will withhold payment of applicable sums of money sufficient to cover any Contractor default with respect to WSIB.
14. The Contractor is responsible for the repair of any damages to the environment caused by the Contractor's work as well as any associated costs.

Lowest or any bid not necessarily accepted.

CONTRACTOR'S SAFETY PLAN

The Township is statutorily obligated to ensure that the Work is undertaken and completed in a safe manner. Therefore, the Contractor must satisfy the Township that he understands this duty and is able to meet the obligation.

This document must be completed as it forms part of a completed tender. Any additional equipment, labour, or material required to meet this obligation shall not increase the bid price.

As part of a monitoring process, the Township reserves the right to regularly review the the Contractor's documentation and records for compliance to Occupational Health and Safety legislation.

Attach a separate sheet if additional information is provided.

1. What process do you have in place to ensure that information, instructions and supervision are provided to your employees to protect their health and safety?
2. Do you have a regular preventative maintenance for your equipment? Is written documentation available for review?
3. What certification/licenses will your operators have before beginning work? Are these certificates on file and readily available for review? Are they current? (WHMIS, 1st aid, DZ, etc)
4. Outline the procedure you use if a personal or vehicular accident occurs? (i.e.: who is contacted, any documentation that occurs, etc)

5. Do all employees have safety equipment (safety boots, hard hat, etc)?
What process do you have in place to ensure compliance while working within the Township of Dorion?
6. Outline your procedure to report an injury or accident? Are you familiar with the written requirements for the Occupational Health and Safety legislation and are the requirements at hand and easy to consult?

Date: _____, 2021

(Signature of Authorized Signing authority)

OCCUPATIONAL HEALTH AND SAFETY DECLARATION

Will you employ workers for this contract?

No _____ Yes _____ If yes, what is your WSIB number? _____

In submitting this Tender, _____ certifies that:
(Contractor)

- (a) I/We have a health and safety policy as required by clause 25(2)(j) the Occupational Health and Safety Act, R.S.O. 1990 c.0.1, as amended. Although, the requirement above, does not apply to employers with five or less employees. Contractors will be required to submit a safety plan as requested on page 8 & 9 of the Tender.
- (b) The contractor acknowledges his responsibility under the OHSA and ensures all work is carried out in accordance with the OHSA and regulations, ensures that competent supervision is provided, appropriate information and instruction to all workers is provided with respect to OHSA and the inherent hazards of the work undertaken, are understood by the employee.
- (c) I/We agree to take every reasonable precaution to ensure the worker health and safety.

(Signature of Authorized Signing Authority)

Date: _____, 2021

CONFLICT OF INTEREST DECLARATION

I/We hereby certify that there is not nor was there any actual or potential conflict of interest or unfair advantage in our submitting the Bid or performing the work required by the Agreement.

In submitting the bid, our company has no knowledge of or the ability to avail ourselves of confidential information where the confidential information would be relevant to the work required, the pricing or the Tender evaluation process.

Signature _____
(Authorized Signing Authority)

Date _____, 2021

UNIT PRICE SUMMARY SHEET

Winter Maintenance Contract

In accordance with the tender documents, the Contractor hereby offers to complete the work specified in the Contract for the following prices (**includes an operator**):

UNIT	LOCATION	BID PRICE PER HOUR	STANDBY PER DAY
Combination: Tandem truck, complete with plow and wing and 6m ³ single left side mounted spinner	Twp of Dorion *		
SUBTOTAL		_____	
HST 13%			
TOTAL		_____	_____

* Township map available on request

THE TOWNSHIP RESERVES THE RIGHT IN ITS SOLE DISCRETION TO REJECT ANY OR ALL SUBMISSIONS RECEIVED .

The work specified in the Contract will be performed in accordance with the following:

**SCHEDULE OF PROVISIONS, STANDARD DRAWINGS,
STANDARD SPECIFICATIONS**

A. PROVISIONS:

- (a) PROVISIONS FOR WINTER MAINTENANCE CONTRACT
- (b) LIQUIDATED DAMAGES FOR WINTER MAINTENANCE CONTRACT

A. PROVISIONS:

(a) PROVISIONS FOR WINTER MAINTENANCE CONTRACT

1. DURATION OF CONTRACT

The actual work shall be completed during the 2021/2022 to the 2024/2025 winter seasons:

November 1, 2021 to April 1, 2022

November 1, 2022 to April 1, 2023

November 1, 2023 to April 1, 2024

November 1, 2024 to April 1, 2025

2. START OF CONTRACT

This contract shall commence on November 1, 2021. The Contract ending date shall be on April 1, 2025. A daily standby will be paid from November 1st to April 1st of each year.

The Contractor shall meet with the Public Works Supervisor at an agreed time and place to review the contract requirements, areas of snowplowing and spreader operations, qualified operators list, communication methods, etc.

3. SCOPE OF WORK

The scope of work involves supply of a tandem plow truck, complete with right discharge *one-way plow* and Wing and 6m³ spreader, *single* spinner with qualified operators to complete winter maintenance operations in the Township of Dorion, on a twenty-four (24) hour basis, seven (7) days per week, when required. All operations shall commence within the defined Response Time at the direction of the Township's Public Works Supervisor. **The Contractor shall NOT commence any Work without Township authorization.**

Contractors shall provide qualified winter maintenance operators that are competent to operate the equipment supplied. The Township's Public Works Supervisor may evaluate the knowledge and skills of individuals operating the Contractor's equipment, at any time. The Township reserves the right of approving any particular operators and the contractor agrees that should the Township not approve of any particular employees based on their lack of skill and knowledge that they be removed from performing Work.

Definitions

“Qualified” means a person that has all appropriate licenses to operate the specified equipment and has operated a similar piece of equipment for winter maintenance purposes and shall adhere to all criteria identified in the Contractor/ Operator Qualification Declaration. (Appendix 'A'). The person shall understand and be able to

operate equipment including all apparatus and controls in a safe, efficient and effective manner while completing the Work. In addition, spreader equipment operators shall be able to operate a loader in a safe and efficient manner.

“**Standby**” means a daily fixed rate that represents costs and associated investment in equipment, licensing, insurance and availability of an operator. If specified in this contract agreement, the fixed cost rate is paid for each day from the commencement of the Contract to the termination of the Contract.

4. OPERATIONAL CONSTRAINTS

- i) The Contractor’s unit shall be used solely for maintenance on the roads in the Township of Dorion. Contractor equipment used on this contract shall have clear markings indicating the Contractor’s name and phone number.
- ii) The area of operation awarded may be changed by the Township’s Public Works Supervisor for a **temporary** period, if required, with no change in payment.
- iii) The Contractor shall provide an acceptable means for calling out their operators.
- iv) The Contractor is responsible for maintaining the equipment, attachments, and required accessories in a safe, functional and efficient condition.

5. RESPONSE TIME

The Contractor shall respond to **plowing** “call-outs”, and have commenced the tendered Work within *sixty (60) minutes* of being called by the Public Works Supervisor. The Contractor shall respond to the **spreader** “call-out” and commence loading of abrasives within *sixty (60) minutes*.

6. DESIGNATED OPERATORS

The Contractor shall supply to the Public Works Supervisor at a pre-start meeting, but no later than seven (7) days before the date of the agreed inspection, a minimum of two (2) names of Qualified operators for equipment successfully tendered. In addition to completing the Contractor/Operator Qualification Declaration Form provided, a current Driver’s Abstract (within 30 days of issue) shall be provided for each identified operator. Any changes in a driver’s abstract should be communicated to the Contractor and then to the Public Works Supervisor forthwith and such changes may deem any employee of the contractor ineligible to continue work at the sole discretion of the Public Works Supervisor.

The Contractor shall notify the Public Works Supervisor and submit a Contractor/Operator Declaration Form and a current Driver's Abstract for any new operators, five (5) days prior to that operator being used.

7. HOURS OF WORK

- i) The Regulations made under the Highway Traffic Act, section 190 and 191. governing "Hours on Duty" shall apply to the operation of the equipment used for routine maintenance operations.
- ii) In emergency maintenance and repair operations, hours on duty will be limited to fourteen (14) consecutive hours on duty, with a maximum of thirteen (13) driving hours, (13 hours driving and 1 hour standby), the operator shall be required to take ten (10) consecutive hours off after that period, as per the Highway Traffic Act, section 4/93, subsection 3,4,5,8. Emergency maintenance and repair operation are considered to those required to re- establish and stabilize safe operation of the road system.

8. DOCUMENTATION

The Contractor will be required to complete the *Winter Operation Record* which includes per trip information identifying the times the unit leaves and returns to the municipal garage and sand used. Failure to provide neat and accurate information may result in Liquidated Damages.

9. EQUIPMENT INSPECTION

The Contractor's equipment and attachments shall be subject to an inspection scheduled by the Public Works Supervisor, on the Start of Contract Date. If the equipment passes the inspection, complies with all criteria listed on the "**Equipment Checklist**" and the Contractor submits the required Driver's Abstracts, the Inspection Tender Deposit shall be returned to the successful Bidder within ten (10) working days and the daily standby shall commence.

If the Contractor fails to deliver the equipment for inspection, fails to pass the inspection criteria of the "Equipment Checklist" or fails to submit all required documentation, "Liquidated Damages" may apply.

If the Contractor has not passed the inspection six (6) days following the initial inspection date, the Contractor shall forfeit the Inspection Tender Deposit and shall be considered in default of the Contract.

10. DAMAGES CAUSED BY CONTRACTOR

The Contractor's insurance shall cover all damages caused by the Contractor's equipment or staff. Repairs or replacement of damage to Municipal property or private property shall be the responsibility of the Contractor. All repairs must be approved by the Township.

GENERAL REQUIREMENTS FOR EQUIPMENT

All licensed equipment tendered in this Contract shall meet Township specifications and requirements as follows:

- 1) All spreader trucks and combination plow/spreader trucks must be equipped with tandem rear axles.
- 2) The unit shall be equipped with a speedometer and odometer or hub meter that accurately record speed and distances.
- 3) The unit shall display a valid sticker indicating that it has passed a current Periodic Mandatory Commercial Vehicle Inspection dated after September 1 for the contract year. Sticker must be valid for the duration of the winter season.
- 4) The unit shall be of sufficient mechanical and physical condition to carry out all operations required.
- 5) The equipment as listed in the 'Equipment Schedule', which forms part of this Contract shall not be substituted except with the express written permission of the Township.
- 6) All trucks' GVWR must be sufficient to cover the weight of the complete unit as specified in 11), 12) and 13).
- 7) All trucks equipped with plow equipment must have a front axle with a minimum 7,272 kg manufacturer's Gross Axle Weight Rating. All trucks with spreader equipment only shall have a front axle with a minimum 7,272 kg manufacturer's rating and the GVW shall not exceed the Highway Traffic Act limit regulation with the aggregate reduction of 1500 kg applied.
- 8) Any truck that requires a 7,272 kg front axle by way of this Contract and is equipped with a set-back front axle (a distance greater than 890 mm from the manufacturer's standard front bumper placement to the center line of front axle) shall have a manufacturer's GAWR of 8,160 kg minimum.
- 9) The Contractor shall produce at the time of inspection, verification in writing from the original manufacturer of the truck cab/chassis as to the truck's GVWR and the GAWR for each axle. The following shall be acceptable verification:
 - a) a plate affixed to the vehicle by the original manufacturer
 - b) a certificate by the original manufacturer
 - c) written verification from the original manufacturer
- 10) Tandem rear axle plow trucks shall have a manufacturer's GVWR of 24,490 kg min.

- 11) Tandem rear axle plow trucks with a set-back front axle shall have a manufacturer's GVWR of 25,400 kg minimum.
- 12) All trucks with tandem rear axles shall have full drive on the rear tandem axles.
- 13) Trucks shall have brakes on all wheels and the brake system must not be altered.
- 14) The truck must be equipped with rear tire having snow traction type tread following:
 - continuous full depth cross tread grooves
 - circumferential full depth tread grooves
 - no continuous solid rib on the tire tread
 - self cleaning design
- 15) The truck engine shall be diesel with minimum engine horsepower of 220 HP.
- 16) Rear bumpers are required on all plow and/or spreader trucks with a ground clearance of not less than 15cm and not greater than 40cm. The bumper must be full width and be recessed a maximum of 30cm back from the bottom of the truck body.
- 17) All plow trucks and combination units shall maintain a minimum of 2.5 tonnes of ballast during plowing operation.
- 18) The Township may supply a two-way radio to the Contractor for installation in the equipment. The Township retains ownership and responsibility for install and repair.

SPECIFIC REQUIREMENTS FOR PLOW TRUCKS AND SNOWPLOW EQUIPMENT

The following minimum requirements for all trucks engaged in snowplowing work

PLOW EQUIPMENT

- 1) Full hydraulic equipment, including front lifting frame, front and rear towers and all necessary bracing and equipment, shall be manufactured from sufficient material and design to meet the Work requirements.
- 2) All plows and wings shall be equipped with shoes. Plow/Wing shoes must be those recommended by manufacturer. A tripping device is required for plows and wings.
- 3) The operation of all snowplow equipment shall be controlled within the cab.
- 4) Front one-way plow with wing plow where required shall have the following;
 - front frame mounted 9 ft wide (clear path) one-way snowplow complete with Tungsten-Carbide tipped blade or equivalent.
 - a side-mounted 12 ft long snow wing with high winging capability
 - a device to carry the weight of the wing up to 75 mm above the height of the shoulder
- 5) Plow shoes on front-mounted plows shall maintain a smooth surface over the usable life of the shoe.
- 6) Hydraulic pumps must have sufficient flow to operate the plow equipment at the following control response rates:
 - i) 2.5 to 7.0 sec range for rear wing lift controls
 - ii) 0.5 to 4.0 sec range for front plow lift controls
 - iii) the drop rates for a) and b) shall not exceed the lift rates
- 7) Red flag on rear of wing plow and on the nose on the front of the one-way plow or on both points on the reversible plow.
- 8) All plow trucks, with or without a spreader body, shall have the following;
 - fender tripod mounted 8" convex mirrors on both left and right fenders
 - front wing post convex mirror on both wing post
 - a mark to indicate the height of the wing
 - plow controls within the reach of the operator
 - large add-on reverse light (minimum 4 ½ utility flood)
 - upper plow headlights mounted 66" –75" from ground and spaced 55" – 60" from center of headlight to headlight
 - headlights shall be halogen

- locate radio microphone and controls in reach of the operator when in a normal upright seated position
- wing plow markers

9) All attachments required to operate the plow equipment including but not limited to plow blades.

SPREADER EQUIPMENT

Minimum requirements for all spreader equipment are as follows;

Spreader Body Capacity

The spreader capacity, water level with no side boards, shall be as specified in the Tender item. The Contractor may increase the capacity of the original spreader body by making approved modifications to the spreader body. The spreader body shall be equipped with side boards to eliminate spillage.

Spinners

Maximum height of the spinner from the ground shall be no more than 230 mm (9") with the spreader loaded. There shall be an attachment to proportion material away from and under the truck.

Spreader

The discharge of both salt and sand shall be proportional to the speed of the truck. The kg/km shall be maintained +/- 7% for each setting within speed range 0 to 40 km/h.

The spreader shall be capable of spreading a path of material from 0 to 3.7m for single spinner.

Controls

Units shall be calibrated for sand and be programmed for the following application rate:

Sand: 300, 400, 570, and 855 kg/km

Calibration

The Contractor shall permit the Public Works Supervisor to test sand spreader calibration performance at any time during the Contract period, in accordance with established procedures.

(b) LIQUIDATED DAMAGES FOR WINTER MAINTENANCE CONTRACT

Both parties to the Contract, the Township and the contractor, agree that a specified amount as outlined in the Contract fairly represents estimates of actual monetary losses/damages sustained by the Township in the event that the Contractor fails to complete Work operations within a relevant time period as set out in the Contract Documents. The Contractor, therefore, agrees to such pre-determined monetary sums as listed in the Liquidated Damages document below and forming part of the Tender.

ITEM	CONDITION	LIQUIDATED DAMAGES
All items	Failure to comply with the Occupational Health and Safety Plan in the Contract documents	\$200.00 per event
	As a result of failure to comply with the OH&S, a person is placed Imminent danger	\$200.00 per event
All items	Failure to clean up a spill Immediately or failure to take appropriate Action to prevent an impact which may Result in a danger to the environment	\$200.00 per event
Supply of Equipment	Failure to supply the specified equipment at the specified location, on the specified date, for the required inspection	Forfeiture of \$1500.00 of the Inspection Tender Deposit on 1 st day \$250.00/day for each succeeding day
	Failure to pass inspection	Forfeiture of \$500.00 of the Inspection tender Deposit if On the 1 st day the equipment fails and the equipment is not repaired and returned within 24 hours and \$250.00 for each subsequent day that the equipment is not supplied. Contract may be terminated on the 6 th day.
Response Time	Failure to respond and be commencing the tendered Work (plowing or sanding) within 60 minutes after being made aware	\$100.00 for the first 60 min or any portion thereof after the initial response time has elapsed and \$100.00/hr for every hour or portion thereof until the contractor starts Work or operations have ceased.

Breakdown	Failure to continue the tendered work due to breakdown	\$75.00/hour or any portion thereof or the cost the Township to provide suitable replacement until the Contractor starts or the operations have ceased.
Safety	Failure to provide contractor's staff with requirements of OHSA	\$100.00 per incident
Township Standards for Sanding	Failure to provide deicer/abrasive as directed by the Township	\$200.00 per incident
Township Standards for plowing	Failure to plow as directed by the Township	\$200.00 per incident
Standby Rate	Failure for any reason (without permission) Not to be available for more than 2 hours in Any 24-hr period.	Loss of one day standby for each 24-hour period.
Winter Operations Records and Documentation	Failure to provide neat and legible records	\$100.00 per incident
Equipment Operators	Failure to provide qualified operators	\$100.00 per incident

MEASUREMENT FOR PAYMENT

*Payment for Work completed during the Contract period, **November 1, 2021 to April 1, 2022; November 1, 2022 to April 1, 2023; November 1, 2023 to April 1, 2024 and November 1, 2024 to April 1, 2025** shall be based on the actual number of HOURS of equipment operating time. Operating time is defined as the time when the unit begins the assigned work to the time when the unit is released by the Township. Both the Township and the Contractor shall agree on the hours worked at the completion of the designated work. A daily standby amount shall be paid from the commencement date of the contract, November 1 until the unit is released in April of the following year. The Township will deduct any Liquidated Damages that may be payable and make the necessary payment adjustments.*

Payment at the contract unit price shall include wages, meals, and if necessary all other personnel, hand tools, fuel and lubricants, replacements, repairs, overhaul of equipment and servicing vehicles, depreciation costs, interest and other costs relating to the operation and maintenance of the equipment.

The unit price as bid by the Contractor includes the cost of moving all equipment and personnel to and from the limits of the contracted Work.

EQUIPMENT CHECKLIST

Sander / Plow 1-way with wing (Combination unit)

Headlights/Clearance	Springs	Wing Lift Front
Lights, Signal/Brake	Frame/Cross Members, visual	Wing Drop Front
Backup lights/Large Element or LED	Engine Condition, Excessive Blow-by	Wing Lift Rear
Reflectors	Exhaust System	Wing Drop Rear
Flashing Lights- Amber (1) Element or LED	Schrader Valve	
Rotary Light- Blue	Full Hydraulic equipment	Year, Make, Model
Lights, spinner	Hydraulic Pump	Water Level Capacity
Lights, Plow/Wing	Pump Shaft/Belt	Discharge Chute 1/2
Pedestal Lights	Hydraulic Operation	
Windshield Wipers/Washers	Cylinders	Spinner Assembly
Heat/Defroster	Cables/Clamps	Chains/Sprockets
Horn	Hoses/Sheaves	Hold-Down Brackets
Seat Belts	Rear Bumper	Speedometer
Body Condition Exposed Sharp Edges	Safety Items	
Cab Windows	V Plow Compatible (optional)	Mirrors
Convex mirror on post	Carbide Blades	Steering
Fender Mirrors	Tipping Device	Front Tire Condition
Front Tire Rating	Wing blocks/push arms	Rear Tire Traction
Hydraulic Control Lever accessible	Flags on plow/ wing	Wheel and Rims
Wing Limiting Device	Tripping Device	Hub Meter
Wing Height Indicators	Blades	Brakes – Front
Plow and Wing Timing	Brakes – Rear	Plow Lift
Brakes – Parking	Plow Drop	

EQUIPMENT CHECKLIST

Date:	Contract No.
Name, Address and Phone No. of Owner:	
Type of Equipment:	Odometer/Hour Metre Reading:
	Hubometer Reading:

Year:	Make:	Model:	Serial No.:	License No.:
GVWR:	RGVW:	Expiry Date:		
Operating Authority No.:		Type:		
CVOR No.:		PMCVI No.:		
Month	Year	Month	Year	
Insurance Co.:		Policy No.:	Expiry Date:	
Amount:				
Engine Make:	Size:	HP Rating:	Gas/Diesel	
Documentation for Verification:				
Original Manufacturer's Front Axle Certification:				
Insurance Declaration Form:				
Sander Calibration Form:				

EQUIPMENT SCHEDULE

Unit type	Vehicle -owned -leased	Serial #	Make/ Year	Licence #	Truck R.G.V.W.	Operating Licence #	CVOR #

DECLARATION OF CONTRACT OFFER

I/We have carefully examined ALL Tender Documents and the location of the Work to be completed under this Contract. I/We understand that all provisions in this Tender package constitute an important part of the Tender. A Bid submission shall include;

- a) Tender Information Form
- b) Contractor's Safety Plan
- c) Unit Price Summary Sheet
- d) Equipment Schedule
- e) Declaration of Contract Offer
- f) Occupational Health and Safety Declaration
- g) Conflict of Interest Declaration
- h) Inspection Tender Deposit
- i) Current Level 2 CVOR

I/We understand and accept these Tender Documents, and for the price set forth in this Bid, hereby offer to furnish all labour and equipment, and to complete the required Work in strict accordance with the Tender Documents.

Attached to this bid is a certified cheque, bank draft, money order or irrevocable letter of credit in the amount of \$2000.00, made payable to the "**Township of Dorion**". The proceeds of this cheque shall, on acceptance of the Bid, constitute a deposit which shall be returned to the Contractor within ten (10) working days following inspection, if the equipment passes inspection, all criteria listed on the "**Equipment Checklist**" is complied with, and the required Driver's Abstracts are submitted. If the Contractor fails to provide the aforementioned, an apportioned forfeit of the Inspection Tender Deposit shall occur according to "Liquidated Damages" which form part of this tender document.

The Bidder expressly warrants that the prices contained in the Bid are quoted in utmost good faith.

I/We give my/our permission to the Township to make inquiries regarding work performance with previous employers. YES _____ NO _____

THE CONTRACTOR BY THIS BID OFFERS TO COMPLETE THIS CONTRACT IN ACCORDANCE WITH THE TERMS CONTAINED HEREIN.

(Signature of Authorized Signing Authority)

DATE: _____, 2021

The Township reserves the right to reject any or all bids, and to award the Contract in the best interests of the Township in its sole and unfettered discretion

APPENDIX 'A'

CONTRACTOR/OPERATOR QUALIFICATION DECLARATION

CONTRACTOR/OPERATOR QUALIFICATION DECLARATION (one copy for each operator)

DATE: _____ **PATROL/LOCATION:** _____

NAME OF CONTRACTOR: _____ **CONTRACT#** _____

Please print

OPERATORS NAME		PHONE NUMBER	
DRIVERS LICENSE NO.	CLASS	EXPIRY DATE	
EXPERIENCE - NUMBER OF YEARS:		OPERATING TIME:	
TYPE OF EQUIPMENT		HOW LONG # - YEARS	EMPLOYER
TRUCKS			
LOADERS			
SNOW PLOW			
SPREADERS			
OTHER RELATED EQUIPMENT			

I verify the above information is correct. The Operator meets the requirements of qualified and can perform the duties identified under operator qualifications in a safe manner while operating the equipment safely.

<p>If operator has little or no plowing experience, how does the contractor's training plan apply to this individual?</p>
<p>If operator has little or no spreading experience, how does the contractor's training plan apply to this individual?</p>

Signature of Operator: _____

Signature of Contractor: _____