



MUNICIPALITY OF
GREENSTONE

REQUEST FOR TENDER NO. PS-2018-02

**FUEL SYSTEM CODE COMPLIANCE UPGRADES
[POPLAR LODGE PARK & HIGH HILL HARBOUR MARINA]**

Date of Posting	Monday, April 16, 2018
Deadline for Questions	Monday, April 23, 2018 @ 1:00 pm
Post Answers	Tuesday, April 24, 2018 @ 3:00 pm
Submission Deadline	Friday, May 4, 2018 @ 3:00 pm

Note: Although every attempt will be made to meet all dates, the Municipality reserves the right to modify any or all dates at its sole discretion.

P O Box 70 1800 Main Street, Geraldton, ON P0T 1M0, Canada 807-854-1100

NATURE'S HOME TOWN



INSTRUCTIONS TO BIDDERS

1. GENERAL DESCRIPTION

The Municipality of Greenstone was created in January 1, 2001, by the amalgamation of the former municipalities of the Town of Geraldton, the Town of Longlac, the Township of Nakina and the Township of Beardmore, and an extensive area of unincorporated territory (Caramat, Jellicoe, MacDiarmid and Orient Bay).

This Tender covers the provision of services to upgrade the on-site fuel systems (powering generators) to meet code compliance as identified by recent inspections. The units are located at Poplar Lodge Park and High Hill Harbour Marina, and accessible via High Hill Harbour Road, Beardmore, Ontario.

2. DATE AND PLACE FOR RECEIVING TENDER SUBMISSIONS

Tenders are to be submitted in duplicate in a sealed envelope marked "**TENDER PS-2018-02 Fuel System Code Compliance Upgrades**" by 3:00 pm, local time, Friday, May 4, 2018 to:

Gabrielle Lecuyer, Clerk
Greenstone Administrative Office
Municipality of Greenstone
P.O. Box 70, 1800 Main Street
Geraldton, Ontario POT 1M0

Tenders received after 3:00 pm, local time, Friday, May 4, 2018 will be returned unopened.

Tenders will be opened publicly by the Clerk at 3:15 pm on Friday, May 4, 2018 at the Administration Office, unless the Clerk or designate acting reasonably postpones the start to some later hour. The opening shall continue once started, until the last bid is opened.

The Corporation of the Municipality of Greenstone will not be responsible for any submission which is lost or misplaced as a result of failure to address or seal the envelope as instructed.

3. TENDER FORM REQUIREMENTS

Bids must be submitted on the attached "Tender Form."

Bidders are required to complete all blank spaces in the Tender.

The price quoted on the Tender Form is a **FIRM PRICE**.

All unit prices must be clearly indicated and all extensions and lump sum prices written in legible figures.

Where applicable the price IS TO INCLUDE all duty, special taxes, customs, clearances, cartage, freight and all other charges now or hereafter imposed or in force.

HARMONIZED SALES TAX (HST) to be EXTRA (if applicable) and clearly indicated on the Tender Form.

The bid must not be restricted by a statement added to the submission or by a covering letter, or by alterations to the Tender Form, as supplied by the Municipality of Greenstone unless otherwise provided herein.

The Tender Form must be signed in the space provided on the Tender Form, with the signature of the bidder and/or responsible official of the firm. If a joint tender form is submitted, it must be signed and addressed on behalf of each of the bidders.

By submitting this Tender, Bidders acknowledge that the Municipality has the right to reject any or all Tenders, and has no claim against the Municipality if the Municipality elects to reject any or all Tenders including the Bidder who submits the low Total Tender Price. The Municipality of Greenstone has the right to contract that service which in its opinion most closely represents its best interest.

4. CLARIFICATION

It will be the bidder's responsibility to clarify any details in question before submitting a bid. Any inquiries must be in writing and addressed to:

Alan Clarke, Manager of Facilities & Parks
Greenstone Administration Office
Email: al.clarke@greenstone.ca
Fax: (807) 854-1468

Deadline for queries is 1:00 pm, Monday, April 23, 2018.

An addendum will be issued up to 7 business days prior to the closing date for items that require clarification or if an error is identified. All Addenda shall become an integral part of the Tender Documents and allowed for by the Tenderer in its Tender and Tender pricing.

It is the bidder's responsibility to check the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>

for any Addenda or updates prior to submitting a bid.

Any and all addenda must be acknowledged on the Tender Form. Failure to acknowledge addenda will result in rejection of the bid.

5. SITE VISIT

The Municipality will accommodate requests for a site visit prior to the tender closing date, providing that requests are made prior to the deadline for questions.

6. CONFIDENTIALITY, WITHDRAWAL OF TENDER, DISQUALIFICATION OF BIDDERS, ERRORS AND CORRECTIONS, ACCEPTANCE OR REJECTION OF TENDERS

Refer to the Procurement By-law (By-law 17-23), posted on the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>

Alternatively, contact the Municipal Clerk (Tel: 807-854-1100 ext. 2059).

STANDARD TERMS AND CONDITIONS

1. TENDER ANNOUNCEMENT

Tenders are officially awarded in accordance with established policies. No announcement concerning the awarding of any Tender will be made until official approval is granted.

Notice to the successful bidder will be provided in written form to the address of the Contractor indicated on the Tender Form.

2. EVALUATION & AWARD

The award of this tender is subject to the availability of finances and the review and approval by the Chief Administrative Officer and the Corporation's Council. Any of these parties may elect not to approve the award of this tender for any reason.

Provided that at least one of the tenders received meets the tender submission requirements an evaluation of the accepted bids shall be completed by using the following criteria, which are not in any particular order, as well as any other criteria outlined in the tender specifications.

- The availability of funds to complete the task
- The required expertise, including professional qualifications and experience of the Contractor and all sub-contractors specified
- A demonstration of a thorough knowledge and understanding of the scope of work
- A demonstration of specific related experience relative to the nature of the Tender Call
- Record of past performance with the Corporation
- Past performance with other municipalities preferably in the Ontario marketplace, providing similar services
- Record of past performance with provincial and federal regulatory agencies including; but not limited to, Technical Standards and Safety Authority, Electrical Safety Authority, Ministry of the Environment and Climate Change, etc.
- Ability and experience to perform in accordance with the Terms of the Call for Tender

3. CONTRACT

Each submission will be received with the understanding that a Notice of Award, a Purchase Order or Agreement which states acceptance of the offer to furnish all or any part of the commodities described therein shall constitute a contract between the bidder and the

Municipality. This contract shall bind the bidder on their part to furnish and deliver the commodities at the prices given and in accordance with the conditions and specifications of said accepted offer, these Standard Terms and Conditions as provided with the tender documents, and the Terms and Conditions of the Municipality on its part to take delivery of and pay for the commodities at the contract price.

NO alterations or variations of the terms of the contract shall be valid or binding upon the Municipality unless authorized in writing by the Municipality.

It is mutually agreed and understood that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the Municipality.

The contract may be cancelled by the Municipality upon non-performance of contract terms within fourteen (14) days from date of notification of same unless otherwise stated in the tender documents, or if service or product is deemed unsatisfactory or the supplier becomes insolvent or is adjudicated as bankrupt.

4. INSURANCE

A) LIABILITY INSURANCE

The successful bidder shall obtain and maintain Comprehensive General Liability Insurance against Bodily Injury and Property Damage claims.

1. Such insurance shall include coverage for:
 - i. Completed Operations,
 - ii. Non-Owned Automobile Liability,
 - iii. Occurrence Property Damage.
2. Shall contain a clause stating that such insurance shall remain in force and not be amended, cancelled or allowed to lapse without thirty (30) days prior written notice being given to each of the named insured.
3. Be subject to an inclusive limit of not less than \$2,000,000.00.

B) AUTOMOBILE INSURANCE

The successful bidder shall insure and maintain against liability for Bodily Injury and Property Damage caused by automobiles owned or leased by the successful bidder.

Such insurance shall be subject to an inclusive limit of not less than \$2,000,000.00.

C) INSURANCE CERTIFICATE

- i) Prior to the issuance of a purchase order and the commencement of any work under this contract the successful bidder must have filed with the Municipality of Greenstone, a CERTIFICATE OF INSURANCE, evidencing full compliance with the clauses pertaining to INSURANCE.
- ii) The Certificate of Insurance MUST be signed by AN INSURANCE AGENT.
- iii) Any updated Certificate of Insurance MUST be forwarded to the Municipality.
- iii) \$2,000,000.00 Certificate of Insurance SHALL BE REQUIRED from the successful bidder.

5. WORKERS' COMPENSATION

a) CONTRACTORS (WITH EMPLOYEES)

- i) Upon notice of the tender award, the successful bidder shall provide to the Municipality of Greenstone a copy of a valid CERTIFICATE of CLEARANCE, from the Workers' Safety Insurance Board (WSIB).
- ii) No form of contract will be authorized without confirmation of good standing from WSIB.

b) CONTRACTORS (WITHOUT EMPLOYEES - INDEPENDENT OPERATORS)

(An "independent operator" is a person who carries on an industry set out in Schedule 1 or Schedule 2 of the Act and who does not employ any workers for that purpose.)

- i) Upon the receipt of a successful bid the Independent Operator shall obtain a Determining Worker / Independent Operator Status form from the Municipality of Greenstone to apply for an INDEPENDENT OPERATOR LETTER from the Workers' Safety Insurance Board (WSIB).
- ii) The Municipality will not issue a purchase order to any contractor until CONFIRMATION from the WSIB is received.

If further information on WSIB is required, the bidder is advised to contact the WSIB directly.

6. PERFORMANCE SURETY REQUIREMENTS

Performance surety binding the Company faithfully to fulfill the obligations of the bid as accepted, may be required by the Municipality within 10 working days from the date of request.

7. OCCUPATIONAL HEALTH & SAFETY

All work shall be performed in compliance with the Occupational Health and Safety Act and Regulations (including WHMIS Regulations), Highway Traffic Act and Regulations, Transportation of Dangerous Goods Act and Regulations, and all other applicable federal, provincial and municipal legislation.

All shipments must comply with WHMIS Classification, Labeling and MSDS Requirements, all in strict accordance with the WHMIS Legislation or shipments will be refused by the Municipality of Greenstone.

Successful bidder(s) must be prepared and will be expected to demonstrate, illustrate and make aware of all applicable features of equipment being purchased by the Municipality in regards to health and safety concerns.

A) HEALTH & SAFETY CONTRACTOR REQUIREMENTS PACKAGE

Contractors are required to comply with established corporate health and safety policies and procedures.

All Contractors engaging in business with the Municipality of Greenstone are required to complete and return to the Municipality prior to the commencement of work:

- i) Contractor Prequalification Form (as per corporate Health & Safety Contractors policy)
- ii) Declaration of Accessibility Compliance

8. LIQUIDATED DAMAGES

It is agreed by the Parties to the Contract that in case all the Work called for under the Contract is not finished by the completion date specified in the Tender or as amended by the Contract Administrator, damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will sustain in the event of and by reason of such delay the Parties hereto agree that the Contractor will pay to the Owner the sum of **\$500.00 for Liquidated Damages** for each and every calendar days delay in completing the Work beyond the date of completion prescribed.

9. FORCE MAJUEURE

It is understood and agreed that the contractor shall not be held liable for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

10. RESPONSIBILITY FOR DAMAGE

The Contractor shall repair, replace or restore to its original condition any material, surface or item damaged by their operation.

11. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages caused by them or their employees, agents or any works or persons employed by them, or under control, or arising from the prosecution of the work, or by reason of the existence or location or condition of work or any materials, plant or machinery used thereon, or therein, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the contract, and agrees to hold the owner safe and harmless from any such claims by third parties, including any legal costs incurred by the owner in connection therewith on a solicitor/client basis.

12. INDEMNITY

The Contractor shall indemnify and save harmless the Corporation of the Municipality of Greenstone from and against all liens, damages, losses, claims, demand payments, suits, actions, recoveries and judgments of every nature and description brought against him and/or the Municipality by reason of any act or omission of the said contractor, his agents, or employees in the execution of, or as a result of the work or in the guarding of it. All permits and fees applicable shall be acquired and paid for by the Contractor.

13. CONTRACTORS' PERSONNEL

- (a) The Contractor shall employ sufficiently experienced and competent trained employees to adequately perform all the specified duties and services.
- (b) Contractor's employees shall only be allowed on or in the premises for the performance of contract services.

14. ACCESS TO WORKSITE

The Contractor shall provide 24 hours advanced notice to the assigned municipal representative prior to performing work on-site.

15. TERMS OF PAYMENT

Unless progress payments or any alternative payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The Municipality shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

All taxes must be SHOWN SEPARATELY on invoicing i.e. Harmonized Sales Tax (HST).

16. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the quality of materials to be encountered, the character of equipment and facilities needed in the completion of the work.

17. FREEDOM OF INFORMATION

All information obtained by the Municipality in connection with this bid is the property of the Municipality of Greenstone and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Municipality of that fact.

The Company may declare confidentiality of their bid; however, the Municipality is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Questions about the collection, use or disclosure of personal information shall be directed to the Municipal Clerk (Tel: 807-854-1100 ext. 2059).

18. ACCESSIBILITY

The Municipality of Greenstone is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of, and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

SPECIFICATIONS

I. SCOPE AND PURPOSE

These specifications outline the specific requirements of the Municipality of Greenstone in respect of the provision of mechanical services from a licensed Contractor to upgrade the on-site fuel systems (powering generator units) to meet TSSA standards. There are two generator fuel systems to be upgraded; one is located in Poplar Lodge Park, and the other at High Hill Harbour Marina. Both are accessible via High Hill Harbour Road, Beardmore, Ontario.

2. TERM OF CONTRACT

The project completion deadline is June 15, 2018.

The Municipality may terminate this contract forthwith for reason of unsatisfactory performance by the Contractor.

3. WARRANTY PERFORMANCE CRITERIA

Warranty terms shall be stated on the Tender Form.

4. DETAILS OF THE ITEMS(S) AND/OR SERVICE(S) REQUIRED

The Contractor shall ensure all work is performed by skilled and certified tradesmen in accordance with best modern practices, and in conformance with all applicable regulations, codes and standards including fuel oil code.

The Contractor is responsible for the following scope of work at each site:

- Supply and install a new 4250 Litre double wall vacuum tank
- Remove old tank
- Transfer and wash existing fuel into new tank
- Supply and install vent, spill box, level gauge, anti-syphon valve on tank
- Supply and install a 2" overflow protection valve
- Supply & install feed and return lines from tank to generator c/w SS flex connectors
- Supply and install pipe sleeves through outside wall
- Supply and install ball valve, fire valve, tank filler
- Paint and label piping
- Re-prime fuel lines
- Clean up job site

On-site work must be coordinated such that the generator down-time does not exceed a 24 hour period.

Comprehensive Inspection Reports are attached as reference documents.

The bid price shall include all travel and accommodations necessary to complete the work.

Final TSSA compliance reports are to be provided to the Municipality, indicating the fuel systems are compliant.

TENDER FORM

TENDER NO. PS-2018-02 FUEL SYSTEM CODE COMPLIANCE UPGRADES [POPLAR LODGE PARK & HIGH HILL HARBOUR MARINA]

I/We, the undersigned, do hereby tender and offer to enter into contract with The Corporation of the Municipality of Greenstone for the **Fuel System Code Compliance Upgrades** in accordance with the attached Terms and Conditions and all the specifications and terms of the Corporation's tender which are set forth below and attached at the prices indicated in the space provided for that purpose.

DESCRIPTION	CONTRACT BID	HST	TOTAL
Fuel System Code Compliance Upgrades (Supply & Install)	\$ _____	\$ _____	\$ _____

ALL BID RATES MUST SHOW TAXES SEPARATELY

Bidders are to indicate and confirm the following on the line below:

Number of Addenda received and acknowledged: _____

Warranty (if any): _____

TENDER NO. PS-2018-02

Fuel System Code Compliance Upgrades (Poplar Lodge Park & High Hill Harbour Marina)

NAME _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL _____

SIGNATURE _____

DATE _____

I hereby confirm/acknowledge that I have read and understand the instructions, specifications and terms and conditions contained in this document.

Signature of Bidder

ANY OR ALL TENDERS MAY NOT NECESSARILY BE ACCEPTED