

## LAGOON CITY PARKS AND WATERWAYS

#### REQUEST FOR QUOTATION

#### Contract # LC-01-2021

#### Sealed Quotations for: AQUATIC WEED SPRAYING – 3 Year Term

As Described Herein and Addressed:

Attention: Lagoon City Parks and Waterways Commission The Corporation of the Township of Ramara P.O. Box 130 2297 Highway 12 Brechin, Ontario L0K 1B0

Please submit completed proposal in person or by mail in a sealed envelope quoting the above tender number and closing date.

Electronic Submissions will also be accepted and may be forwarded to <u>cwainman@ramara.ca</u>, and shall include all pages of the tender, all supporting documentation and an electronic copy of a Bid Bond.

	CLOSING
DATE:	March 1, 2021
TIME:	4:00 p.m.
PUBLIC OPENING:	No
LOCATION:	Township of Ramara Administration Building P.O. Box 130 2297 Highway 12 Brechin, ON L0K 1B0
LATE SUBMISSIONS WILL NOT BE ACCEPTED	
The Township of Ramara reserves the right to accept or reject all or any submission.	

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#### i. Definitions

The following definitions apply to the interpretation of the Request for Quotation;

- **1. "Township**" means the Corporation of the Township of Ramara.
- 2. "The Commission" means the Lagoon City Parks and Waterways Commission (LCPW).
- **3. "Bidder"** means a person or entity that is submitting a tender in response to the Tender Process.
- **4. "Contract"** means an agreement to be signed between the LCPW and a successful bidder pursuant to the tender process.
- **5. "Contractor**" means the successful bidder pursuant to the tender process that has extended a contract.
- 6. "Closing Time" Time and Date of Tenders has the meaning ascribed thereto in Section ii of these Instructions to Bidders.
- **7. "Tender"** means the tender documents issued by the LCPW in respect of a specific opportunity and also refers to the documents submitted by a bidder in response to this tender process.
- 8. "Tender Documents" means the documents listed in Section iii of these Instructions to Bidders.
- 9. "Work" means the work to be performed by a Contractor pursuant to a Contract issued as a result of this tender as described in the Contract Documents and includes, but is not limited to, the work generally described in Section ii of these Instructions to Bidders.

#### ii. Background and Specifications

The Lagoon City Parks & Waterways Commission (LCPW) is responsible for the maintenance of the navigational canals in Lagoon City. Aquatic weed spraying has been carried out over the past several years to assist in the reduction of material in the lagoons which impede boat mobility.

The Commission is inviting quotations to:

- Make an application for a Permit to Perform a Water Extermination to the Ministry of the Environment and Climate Change;
- Purchase and apply:
  - Pesticide REWARD
  - PCP No. 26271
  - Treatment Area 10.5 hectares
  - Rate 25 Litres (product) per hectare
  - Amount 257.75 Litres
  - No. of Treatments One
  - Location 10.5 hectares of Lagoon City canals
- Works are to be carried out during the first week of July or the earliest possible date specified in the permit.

Equipment Required:

- A boat sufficient to perform the required water extermination
- Proper spray equipment to perform the required water extermination

A map indicating the area for aquatic weed spraying is included in this package.

The successful contractor will be required to meet conditions as set out in Section iii Conditions of Contract along with the conditions of the permit.

The Commission reserves the right to negotiate a larger or smaller area of application dependent on the Commission's budget.

For further information or clarification, please contact Cathy Wainman at 705-484-5374, Ext. 256 or <a href="mailto:cwainman@ramara.ca">cwainman@ramara.ca</a>.

#### iii. Conditions of Contract

The successful contractor will be required to the meet the following conditions:

- 1. The Contractor shall take out and keep in force while under Contract with the Municipality, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality, providing insurance coverage in respect of any one accident to the limit of at least Five Million Dollars (\$5,000,000.00) exclusive 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 and such policy shall name the municipality as an additional insured thereunder and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for all damage to any property of the Municipality 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 and the Contractor shall forward a certified copy of the policy or certificate thereof to the Municipality before the work is started.
- 2. The Contractor shall be responsible for, and shall pay all dues and assessments under the *Workplace Safety & Insurance Board (WSIB) Act*, the *Unemployment Insurance Act* or any other Act, whether Provincial or Dominion, in respect to all his employees or operations, and shall, upon request, furnish the Corporation with satisfactory evidence that he, the Contractor, has complied with the provisions of any such Act.
- 3. Proof of monthly WSIB payment will be required, if employees are involved.
- 4. The Contractor shall enter into a contract agreement with the Township to ensure the Township of Ramara Occupational Health & Safety guidelines are followed to provide for the safety of the contractor and employees.
- 5. A tender may be disqualified if:
  - a) The tender is received after the appropriate time for the closing of the tender.
  - b) The tender is incomplete, illegible or obscure, or contains additions, qualifications, erasures or irregularities of any kind.
  - c) The tender is received on other than the tender documents supplied.
  - d) The tender is not properly signed and sealed.

- 6. It is the Contractor's responsibility to inspect the above property before submitting a quote and ask for additional information regarding this quotation.
- 7. The Contractor shall not assign, transfer or sublet the contract or any part thereof without the prior authorization of the Commission.
- 8. The Contractor will be responsible for providing all materials, equipment and labor to carry out the work. The successful bidder shall assume financial responsibility for loss or damage to their equipment while performing work covered by this tender and personal injury sustained by him or workers employed by the bidder engaged in this work. The successful bidder shall be responsible for any damage to property or services arising out of the performance of the work covered by this tender, and shall indemnify and save harmless the Township from all claims arising out of performance of said work.
- 9. It is the Contractor's responsibility to make all necessary applications to allow for the aquatic weed spraying works including the Ministry of the Environment and Climate Change's Application for a Permit to Perform a Water Extermination and any other permit or permissions required (i.e. Lake Simcoe Region Conservation Authority, Department of Fisheries and Oceans).
- 10. The Contractor requires the necessary equipment sufficient to carry out the required works in a timely and orderly manner (i.e. a suitable boat and weed spraying equipment).
- 11. It is the Contractor's responsibility to ensure the spray is applied to the navigational channel only and use best efforts to prevent it from blowing onto adjacent lawns, gardens and private property.
- 12. Do not spray near undeveloped shorelines.
- The Contractor agrees that the weed spraying will be completed within the first week immediately following July 1, 2021 and must be completed prior to July 31, 2021. Weather should be the only factor in causing any sort of delay.
- 14. It is the Contractor's responsibility to complete the works to the satisfaction of the Commission and in compliance with all Federal, Provincial and Local legislation including the Pesticide Permit issued by the Ministry of Environment and Climate Change. Works will be inspected by the Commission two weeks following application. The Contractor agrees to re-apply the weed spray to areas where works have not been completed to the satisfaction of the Commission prior to the end of the permit period (July 31, 2021).

- 15. The Contractor agrees to communicate with Township staff to ensure that appropriate notices are mailed and/or delivered to all residents affected by the works, in a timely manner.
- 16. The Contractor shall at all times and at his own expense furnish all reasonable aid and assistance required by Commission the for the proper inspection and examination of the work or any part thereof.
- 17. The Contractor shall obey the directions and instructions of the Commission and they shall be made in writing at the request of the Contractor.

#### iv. Tender Documents

#### QUOTATION FORM

#### LAGOON CITY PARKS AND WATERWAYS COMISSION

#### AQUATIC WEED SPRAYING

# DOCUMENTS TO BE ENCLOSED WITH THIS FORM INCLUDING BUT NOT LIMITED TO:

- Bidder Information Form
- Health & Safety Information
- Schedule I Items and Prices
- Schedule II Ability and Experience Form
- Schedule III Equipment Listing
- Declaration of Accessibility Compliance Form

#### **BIDDER INFORMATION FORM**

#### Bidders must complete this form and include it with their submission. Please ensure all information is legible.

Company Name	
Main Contact Name	
Address (Including postal code)	
Office Phone #	
Toll Free#	
Cellular#	
Fax#	
E-Mail Address	
Website	
HST Account #	

## I CERTIFY THAT ALL PRICES IN SCHEDULE I CONSTITUTE THE OFFICAL QUOTATION BID

NAME:

(PRINT)

AUTHORIZED SIGNATURE:

DATE:

LCPW Weed Spraying RFQ

#### SCHEDULE I – ITEMS AND PRICES

Applicants may bid for up to three years. The total bid price shall be all inclusive with H.S.T. extra.

Any modifications of this form will result in the bid being disqualified. This form <u>must</u> be completed in full.

ltem No.	ITEM DESCRIPTION	UNIT	TOTAL
1	Equipment & Products (2021) • • •	Lump Sum	
2	Equipment & Products (2022) • • •	Lump Sum	
3	Equipment & Products (2023) • • •	Lump Sum	

Quotation price shall be good until December 31st, 2023

#### SCHEDULE II – ABILITY AND EXPERIENCE FORM

The Bidder shall provide below three (3) separate customers **other than the Township** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

REFERENCE #1	
Customer	
Contact Name & Phone	
Number	
Date of Purchase	
Description of Goods or	
Services Provided	
REFERENCE #2	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Date of Purchase	
Description of Goods or	
Services Provided	
REFERENCE #3	
Customer	
Contact Name & Phone	
Number	
Date of Purchase	
Description of Goods or	
Services Provided	

#### **REFERENCE RELEASE FORM**

I (authorised signatory for the submitting firm) authorize the Township to contact the person and/or organization listed on the ABILTY & EXPERIENCE FORM, for the purpose of obtaining information relating to the bidder

The Township reserves the right to call references if in its sole discretion finds a need to do so.

The Township reserves the right to check other references other than listed herein.

## SCHEDULE III – EQUIPMENT LISTING

Machine Make:	
Machine Model:	
Machine Year:	
Machine Cubic Yardage:	

Machine Make:	
Machine Model:	
Machine Year:	
Machine Cubic Yardage:	

Machine Make:	
Machine Model:	
Machine Year:	
Machine Cubic Yardage:	

Machine Make:	
Machine Model:	
Machine Year:	
Machine Cubic Yardage:	

#### DECLARATION OF ACCESSIBILITY COMPLIANCE FORM

Company Name:	
Contact Name:	
Title:	
Date:	

I acknowledge that I am required to comply with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005).* I confirm that my employees, agents, volunteers and representatives who are required to receive training under the Act have completed the required. I will provide to The Corporation of the Township of Ramara any further documentation that confirms this training upon its request.

I will indemnify the Corporation of the Township of Ramara from and against any costs, expenses, fines, penalties, damages or losses that may arise or may be incurred as a result of my failure to comply with these requirements.

I declare that I have read, understood and will meet all enacted accessibility standards as amended from time to time.

I further declare that if applicable I will undertake to ensure any sub-contractors hired by \_\_\_\_\_ (insert company name) for

the completion of work contracted by the Township of Ramara will also comply with the above requirements.

Authorized Signature
I have authority to bind the corporation.

Date



Figure 1 Aerial view of Lagoon City with lagoons noted.