

BUILDING DEPARTMENT**REQUEST FOR QUOTATION****Contract # BD-01-2022****Sealed Quotations for: Implementation of the On-Site Sewage Maintenance
Re-Inspection Program
(Qualified On-Site Sewage Inspectors)****As Described Herein and Addressed:****Attention Charlotte Baker
Deputy Chief Building Official
By Courier or Drop off
Township of Ramara Administration Building
Box 130, 2297 Highway 12, Brechin, ON 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 cbaker@ramara.ca and shall include all pages of the tender, and all supporting documentation.

CLOSING**DATE: June 20th, 2022****TIME: 12:00 PM****PUBLIC OPENING: No****LOCATION: Township of Ramara Administration Building
Box 130, 2297 Highway 12, Brechin, ON L0K 1B0****LATE SUBMISSIONS WILL NOT BE ACCEPTED****The Township reserves the right to accept or reject all or any submissions.**

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INSTRUCTIONS TO BIDDERS

i. DEFINITIONS

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

1. **“Bidder”** means a person or entity that is submitting a tender in response to the Tender Process.
2. **“Building Code”** means Ontario Regulation 332/12 as amended or as a regulations made under Section 34 of the Building Code Act, which may include a more recent revision or amendment.
3. **“Constructor”** means the successful person or company engaged in the construction business.
4. **“Contract”** means an agreement to be signed between the Owner 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. **“Maintenance inspection program”** means a program established under clause 7 (1) (b.1) or subsection 34 (2.2) of the Building Code Act.
8. **“OPS”** means the current Ontario Provincial Standards published by the Ontario Standards organization.
9. **“Inspector”** means an Inspector appointed under Section 3 of the Act and having jurisdiction for the enforcement of the Building Code Act and the Ontario Building Code.
10. **“Tender”** means the tender documents issued by the Owner in respect of a specific opportunity and also refers to the documents submitted by a bidder in response to this tender process.
11. **“Tender Documents”** means the documents listed in section iii of these Instructions to Bidders.
12. **“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.
13. **“Director of Building & Planning”** means `the Director of Building & Planning for the Township of Ramara or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.

ii. GENERAL OVERVIEW

1. SCOPE

Assume the inspector role of the Mandatory On-Site Sewage Re-Inspection Program and Discretionary On-Site Sewage Re-Inspection Program as outlined in the Building Code Act and Municipal Bylaw #2019.73.

Attend properties, complete a visual inspection as required, record findings on Municipal ARC GIS Collector software.

2. FORM OF QUOTE

All quotations must be on the forms provided, clearly marked with “2022-Implementation of the On-Site Sewage Re-Inspection Program”.

3. FREEDOM OF INFORMATION

All submissions to the Township become the property of the Township and such are subject to the *“Municipal Freedom of Information and Protection of Privacy Act.”*

4. BRIBERY/FRAUD

Should any bidder or any of their agents give or offer any gratuity or attempt to bribe any employee of The Township, or to commit fraud, the Township shall be at liberty to cancel the prospective bidder’s submission or contract.

5. PURCHASING PREFERENCE

No preference will be given to any business for goods and/or services provided to the Township

6. INSURANCE

The Successful bidder(s) shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Township. The coverage shall include premises and all operations liability to be performed by the bidder. This insurance coverage shall be subject to limits of not less than **Five Million Dollars (\$5,000,000.00)** inclusive **per occurrence** for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

The policy shall include **The Corporation of the Township of Ramara** as an additional insured in respect of all operations performed by or on behalf of the Bidder. The Bidder(s) shall be entirely responsible for the cost of any deductible that is maintained in any insurance document.

The Insurance Policy shall not be altered, canceled or allowed to expire or lapse, without thirty (30) days prior written notice to the Township.

The Liability Insurance shall not contain any exclusion of limitations in respect of shoring, underpinning, rising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause.

Where applicable the bidder(s) shall carry standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Bidder(s), its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Two Million Dollars (\$2,000,000.00)** per occurrence.

7. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The successful bidder(s) shall supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract indicating that all of the assessments the bidder(s) or subcontractor(s) is liable to pay under *Worker's Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

Effective January 1 2013, Bill 119 legislates that all Contractors and Sub-Contractors categorized under class G: construction, shall have WSIB account and clearance coverage prior to commencing any contract.

Alternatively, if the successful Bidder(s) is an Independent Operator and is not categorized under Class G: Construction, the Bidder(s) shall submit a letter, from the WSIB, confirming that s/he has Independent Operator Status under the WSIB Act for work to be carried out for the Township of Ramara. If the Bidder(s) does not have Independent Operator Status, the Bidder shall;

- I. Complete an Independent Operator Status Questionnaire upon being awarded the contract; and,
- II. Fund all costs associated with any appeal of a determination by WSIB that the Bidder is not an Independent Operator; and,
- III. Provide proof of Employer's Liability Insurance (provided either by WSIB or the Contractor's insurance provider.

The Bidder(s) acknowledges and agrees that the Township is not hiring an employee(s) to perform the work associated with this Tender. As such the Township reserves the right to terminate all Contracts associated with this Tender if all appeals have been exhausted and the bidder(s) are determined by WSIB or court or tribunal of competent jurisdiction to be an employee. Any and all monies to be paid to the

bidder(s) shall be returned regardless of the extent of work that has been completed to that point, and all material and documents associated with the Tender, as well as Township property, shall be returned to the Township. The bidder(s) acknowledges and agrees that any work completed to the date the appeal process has been completed, and an unfavorable determination is made will be provided to the Township for free and without any expectation of compensation. The risk associated with completing any work while there is an appeal process underway is entirely born by the bidder(s).

8. ACCESSIBILITY

The Bidder(s) shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act 2005*, S.O. 2005, chapter 11 and the Regulations with regard to provision of the goods and/or services contemplated herein, including, without limitation, section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, as amended. The Bidder(s), when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Bidder(s) acknowledges that the Corporation of the Township of Ramara, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

9. HEALTH & SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Ontario Occupational Health and Safety Act (OHSA or the Act), applicable Regulations, applicable standards, and other applicable legal requirements.

Unless otherwise stated, the successful bidder, for the purposes of the Act, shall be designated as the 'Constructor' for this project. The constructor has complete control of the work on behalf of the Township and is responsible for regulatory compliance and safe work procedures on the job site.

Any requirement for a Notice of Project to be submitted to the Ministry of Labour (MOL) is the sole responsibility of the constructor.

The Constructor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act, applicable Regulations, Standards, Environmental Protection Act, other legal requirements ,and/or their own Health & Safety Policies and Procedures whether by the Constructor or any of its subcontractors may result in:

- The termination of the contract,
- The immediate removal of the Constructor and/or sub-contractor's equipment from the site,
- The forfeiture of all sums owing the constructor/or sub-contractor by the Township Of Ramara

The Constructor's health and safety responsibilities will include the following:

- where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful bidder shall ensure that the requirements of the Occupational Health and Safety Act, applicable Regulations and environmental requirements are complied with,
- ensure workers are aware of the hazardous substances that may be in used at the workplace,
- ensure workers are provided with and wear the appropriate personal protective equipment required for the area when engineering controls aren't practicable,
- demonstrate the establishment and maintenance of health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation,
- The Constructor acknowledges that they are familiar with the Occupational Health and Safety Act, applicable Regulations, applicable Standards and other legal requirements that applies to the work being conducted,
- The Contractor covenants and agrees to observe strictly and faithfully the provisions of the Occupational Health and Safety Act, applicable Regulations, and rules circulated there under together with the Constructor's Health and Safety Policies and Procedures.
- The Constructor agrees to indemnify and save the Township of Ramara harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and other applicable legal requirements.
- The Constructor agrees to have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.
- The Constructor shall allow access to the work site on demand to representatives of the Township of Ramara to inspect work sites.
- The Constructor agrees that any damages or fines that may be assessed against the Township of Ramara by reason of a breach or breaches of the Occupational Health and Safety Act and applicable Regulations by the Constructor or any of its sub-contractors will entitle the Township of Ramara to off-set the damages so assessed against any monies that the Township of Ramara may from time to time owe the Constructor under this contract or under any other contract whatsoever.
- Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Constructor agrees that the provisions of this section (**09. Health & Safety**) will apply to the subcontractor and the Constructor will enforce said provisions.

- The Township of Ramara may consider previous OHSAs violations as grounds for rejection and the Township of Ramara may terminate any contract arising from this document if the Bidder is continuously in violation of OHSAs requirements.

Proof of the above may be required by the Township at any time from tendering to project completion.

10. PAYMENT

Payment at the quoted price shall be paid upon submission of a monthly invoice after completion, for the supply of all labor, equipment and materials necessary to complete the work to the satisfaction of the Director of Building & Planning.

11. ASSIGNMENT OF CONTRACT

The successful Bidder(s) shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, company or City, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

12. SPECIFICATIONS

The qualified inspector will undertake a visual inspection on properties within the On-Site Sewage Maintenance Re-Inspection, approximately 970 properties need to be inspected this year (2022), the visual inspection will include;

- Type and number of buildings on the property
- Type of system being used (i.e. privy, grey water, holding tank or leaching bed)
- Evidence of sewage effluent ponding, odour or unusually green/ thick grass growing on or around the tile bed
- Ensuring surface water or groundwater flows away the sewage system
- Erosion of top soil causing parts of the system to be exposed
- If trees or other vegetation has grown on the tile bed
- Any cracked damaged or broken components of tank, alarms, or privy construction/setbacks
- Location of the components of the septic system (tank, pump chamber, alarm and bed)
- Ensure there is no driving, parking, structures or pools on the system.
- The number of sewage systems on the property.

The inspection notes need be entered on the Municipal ARC GIS software. Any failed systems will be indicated and reported to the Director of Building & Planning Services.

The Qualified inspector will be required to supply their own means of transportation and equipment to conduct the inspections. In addition, shall wear all required PPE at all time when conducting inspections on behalf of the Township of Ramara.

13. HIGHWAY TRAFFIC ACT

The Bidder(s) of any equipment being used under hire by the Township shall be responsible to ensure the equipment is in full compliance of all statues of the Highway Traffic Act, R.S.O. 1990.

14. HOURS OF WORK

The inspection shall take place between Monday and Friday between the hours of 9:00 am and 4:30 pm.

15. TERM OF QUOTATION

The term of this quotation will be for the period of five (5) months commencing July 1st 2022 to December 31st, 2022.

16. QUALIFICATIONS

The successful Bidder shall be a company qualified under Part 8 – On-Site Sewage Systems of the Ontario Building Code and currently registered under the Ministry of Housing, quarts system for Part 8 – On-Site Sewage Systems.

17. SUBMISSION FORMAT & CONTENTS

17.1 GENERAL FORMAT OF SUBMISSION

The Township **will not** accept any other format of the Schedule I's service provided other than that provided within this Request for Quotation. Where an hourly rate is requested, the Township will not accept a daily rate, weekly rate, monthly rate, etc. **Failure to complete Schedule I as stipulated will result in disqualification of the bid submission.**

17.2 CONTENTS OF SUBMISSION

The Request for Quotation response submission should include the following information only and shall be submitted in the same sequence provided:

- I. Completed Bidder Information Form**
- II. Provide all mandatory information as requested within Schedule I**
- III. Ensure Schedule I is initialed and dated.**
- IV. Health and Safety**

- a. Provide a current and valid certificate of clearance from WSIB
- b. Provide a completed Declaration of Accessibility Compliance form.

V. Insurance.

VI. Completed Schedule II – Ability and Experience Form

TENDER DOCUMENTS

QUOTATION FORM

THE CORPORATION OF THE TOWNSHIP OF RAMARA

Implementation of the On-Site Sewage Re-Inspection Program

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

- **Bidder Information Form**
- **Health & Safety Information**
- **Insurance Information**
- **Schedule I – Service Price**
- **Schedule II – Ability and Experience Form**
- **Declaration of Accessibility Compliance Form**

BIDDER INFORMATION FORM

**BIDDERS MUST COMPLETE THIS FORM AND INCLUDE WITH THEIR SUBMISSION
PLEASE ENSURE ALL INFORMATION IS LEGIBLE.**

Company Name	
Bidder's Main Contact Individual	
Address (Including postal code)	
BCIN #	
Phone #	
E-Mail Address	
Website	
HST Account #	

**I CERTIFY THAT ALL PRICES IN SCHEDULE I CONSTITUTE THE OFFICIAL
QUOTATION BID**

NAME: _____
(PRINT)

AUTHORIZED SIGNATURE: _____

DATE: _____

SCHEDULE I – SERVICE PRICE

The total bid price shall be all inclusive with H.S.T. extra

Please provide a Per Property Rate to undertake a visual inspection on approximately 970 properties within the 2022 On-Site Sewage Maintenance Re-Inspection in the Township of Ramara.

Per Property Inspection Rate	\$
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TOTAL BID (in writing) \$ _____
(Total of Inspection rate x 970 Properties)

Quotation price shall be good until December 31st 2022.

SCHEDULE II – ABILITY AND EXPERIENCE FORM

The Bidder shall provide below three (3) separate Customers **other than the Township** that have been provided 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 Contract	
Description of Services Provided	
REFERENCE #2	
Customer	
Contact Name & Phone Number	
Date of Contract	
Description of Services Provided	
REFERENCE #3	
Customer	
Contact Name & Phone Number	
Date of Contract	
Description of Services Provided	

REFERENCE RELEASE FORM

I _____ (authorized signatory for the submitting firm) authorize the Township to contact the person and/or organization listed on the ABILITY & 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.

DECLARATION OF ACCESSIBILITY COMPLIANCE FORM

Company Name: _____

Print 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 will also comply with the above requirements.

Authorized Signature
I have authority to bind the corporation.

Date