



Mississippi
Mills

**THE MUNICIPALITY OF MISSISSIPPI MILLS
3131 OLD PERTH RD. ALMONTE, ONTARIO KOA 1A0
TELEPHONE 613-256-2064 FAX 613-256-4887**

TENDER NO. # 23-16

CLOSING DATE: Thursday, June 1st, 2023 at 2:00 P.M. local time

THIS TENDER MUST BE COMPLETED, PROPERLY EXECUTED BY THE BIDDER AND DELIVERED TO THE MUNICIPAL OFFICE, 3131 OLD PERTH ROAD, ALMONTE, AT THE ABOVE ADDRESS NO LATER THAN 2:00 P.M. LOCAL TIME ON THE CLOSING DATE. ANY ERASURE OR CORRECTION MUST BE INITIALED BY THE BIDDER.

Tenders are invited for the replacement of the Almonte Curling Club Refrigeration Plant and facility repairs (182 Bridge Street, Almonte, Ontario) all in accordance with Federal, Provincial and Municipal regulations, the Ontario Building Code and Fire codes.

SCOPE OF WORK

The general scope of work for this contract includes, but not limited to, the supply and installation a new Ammonia Refrigeration Plant for the Almonte Curling Club, Repairs to the existing mechanical room and site work to accommodate new equipment. The entire scope of work is identified in the attached Tender drawings, dated May 5, 2023.

All work to be carried out by authorized and qualified staff.

All project documentation must be forwarded to the Attention of Dan Cousineau, Facilities & Project Manager, 3131 Old Perth Road, Almonte, Ontario, KOA 1A0 upon completion of the works.

**MUNICIPALITY OF MISSISSIPPI MILLS
TENDER FORM
TENDER NO. 23-16**

I / We, the undersigned, having carefully examined the sites of the proposed work and having read, understood and accepted the Terms and Conditions supplied, each and all of which form part of this Tender, hereby offer and agree to furnish all machinery, tools, labour, apparatus, plan and other means of service; all materials, except as otherwise specified in the tender; and to complete the work in strict accordance with the Terms and Conditions.

Consideration will not be given to the Tender if received late than **2:00 pm local time on Thursday, June 1st, 2023.**

The Corporation of the Municipality of Mississippi Mills reserves the right to accept or reject any or all tenders or accept all or any part thereof.

A mandatory site meeting will be held on **Wednesday May 24th, 2023 at 10:00am** at the site location.

For further information, please contact Dan Cousineau, Facilities & Project Manager by email at dcousineau@mississippimills.ca.

Besides signing the tender, bidders are asked to initial each page of the document and the attached general conditions and return all tender documents intact.

All documents should be returned in a sealed envelope clearly marked: Municipality of Mississippi Mills, Tender No. 23-16, Attention: Dan Cousineau, 3131 Old Perth Road, Almonte, Ontario, K0A 1A0 and dated.

Company Name:
Address- Street & Number:
City, Prov. Postal Code:
Name of Signing Officer - Please Print:
Title:
Signature of Signing Officer:
Telephone:
Fax:
E-mail:
Guaranteed Period of Completion after receipt of an official order:
Discount for Prompt Payment (not used to determine low bidder): state % and days:

**GENERAL CONDITIONS
TENDER NO. 23-16
MUNICIPALITY OF MISSISSIPPI MILLS**

1) DEFINITION OF TERMS

Wherever the word "Corporation" is used, it shall be deemed to mean "The Corporation of the Municipality of Mississippi Mills". Wherever the words "Bidder" or "Tenderer", or "Contractor" are used, it shall be deemed to mean those individuals, firms or companies submitting price bids on specified material or services required and tendered by the Corporation. Wherever the word "Contract Administrator" is used, it shall be deemed to mean the person or persons authorized to act on behalf of the Corporation. "Tender Document" includes the General Conditions of Contract, Information for Bidders, Specifications, and any other documents listed in the Tender and any addenda thereto issued by the Corporation.

2) GENERAL

Kindly read tender document carefully because under no circumstances will any change be permitted in tender once it is submitted. Should more information be needed, please contact Dan Cousineau, Facilities and Project Manager, by e-mail at dcousineau@mississippimills.ca.

3) BASIS OF REJECTION OF TENDERS

Tenders not conforming to the following requirements shall be disqualified:

- (i) Tender must be legible in ink by hand, by typewriter or by printer.
- (ii) Tender must be in possession of the municipality by the closing date and time.
- (iii) Tender must be on form provided.
- (iv) Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
- (v) All items must be bid.
- (vi) Tender must not be restricted or modified in any way.

4) EVALUATION OF BIDS

In evaluating tenders the objective will be to select the offer(s) that will result in the best value for the Municipality.

5) REFERENCE

A bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in this tender. The Municipality, at its sole discretion, reserves the right to reject a tender which does not meet these requirements.

6) BID ACCEPTANCE

Unless otherwise specified in these tender documents, bidders agree that this tender constitutes an irrevocable offer to provide the goods and/or services described herein for a period of forty-five (45) calendar days from the closing date for the receipt of tenders. Acceptance by the Corporation is effective upon approval by its awarding authority without communication or notice to the bidder, although such notice will, of course, be given as expeditiously as possible.

7) DISCOUNT

A discount may be offered by the Bidder for prompt payment of invoices but such discount may not be taken into consideration in determining low bidder, unless such discount is based on payment of invoice of not less than thirty (30) days after satisfactory delivery of goods or services, or receipt of satisfactory invoice, whichever is later.

8) TAX

Except as otherwise provided, the price(s) bid shall include all duty, customs clearance and all other charges now or hereafter imposed or in force. Harmonized Sales Tax where applicable, shall be included in the price(s) tendered on this tender at the rate in effect at time of bidding. Should changes occur in Harmonized Sales Tax during the term of this contract a new price schedule is to be submitted at once, reflecting any additions costs or credits resulting from the change. All prices must be tendered F.O.B. the delivery point in the Mississippi Mills area set out in the purchase order.

9) PURCHASE ORDERS

Purchase Orders upon the Corporation's regular form will be issued by the Treasurer for all materials or services required and no payment will be made unless the Contractor has received and can produce such order.

10) CONTRACT

Each proposal will be received with the understanding that the acceptance in writing by the Corporation of the offer to furnish all or any part of the commodities or services described therein, and the subsequent issue of an official purchase order, shall constitute a contract between the Bidder and the Corporation. This purchase order will bind the Bidder on his part to furnish and deliver the commodities or services at the stipulated price given and in accordance with the conditions as stipulated in the tender documents. Note that it is understood that the price given is all-inclusive and the Municipality shall not entertain any requests for additional costs.

No alterations or variations of the terms of the contract shall be valid or binding upon the Corporation unless authorized in writing.

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 to the Corporation.

11) TIME OF COMPLETION

Work under this tender is to be completed by Friday, August 30th, 2024 at the latest unless an approved extension of time is granted by the Municipality. The successful bidder will submit a complete work completion schedule.

12) DELIVERY AND PACKING SLIPS

The Tenderer, if awarded this contract, agrees to furnish materials or services as directed after receipt of official Purchase Order from time to time. At least four hours' notice of delivery is to be given in the case of heavy material for which unloading assistance is required.

The Contractor shall, in every case, deliver a packing slip with all goods or materials. This packing slip shall show distinctly the number of the official Purchase Order upon which the goods or materials are being delivered and also shall specify in detail all the goods or materials therewith offered for acceptance, showing the number of pieces, weight, length or volume, as the case may be, of each class of goods or materials.

13) INVOICES

All accounts for monies due on this contract shall be delivered at the office of the accounts payable department of the Municipality issuing the Purchase Order at the address shown on each order.

14) NON FULFILLMENT

If the Contractor fails, neglects or refuses at any time to supply any materials or services embraced within this tender, then the Treasurer shall be and is hereby empowered to forthwith procure such material or services elsewhere and to charge all costs thereby incurred to the Contractor as liquidated damages and to deduct the same from any monies due, or to become due to the Contractor on this or any other contract.

If the Contractor fails to deliver the goods and service by the time stipulated in Paragraph 11, then the Corporation has the right to refuse to accept and pay for material or services.

15) INFERIOR MATERIAL

Should the Contractor at any time offer for acceptance any material which is of inferior quality in the opinion of the Treasurer and the Department Head concerned or any person appointed by them, such material shall not be accepted, but shall be at once removed by the Contractor at his/her own expense. Should the Contractor refuse to remove any material so condemned, the Treasurer may take action to remove such material and the contractor shall be in non-fulfillment of the Contract per paragraph 14.

16) CONTRACTOR'S LIABILITY

In the event that the tender is accepted within the time stated in paragraph 6, and the bidder fails to enter into any required agreement implementing the terms of the tender, or in the event of any purported withdrawal of the tender within the time limit set out in paragraph 6, the damages sustained by the Corporation shall be assessed as the difference between the amount of the tender and the estimated cost to the Corporation of obtaining the material or services elsewhere.

17) FRAUD OR BRIBERY

Should the Contractor or any of his agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Corporation, or to commit fraud against the Corporation, the Corporation shall be at liberty to cancel the contract forthwith, or to direct the Treasurer to take the whole or any part of the Contract out of the hands of the Contractor.

18) DEFAULT

In the event of default or failure on the part of the Contractor to complete the Contract to the satisfaction of the Department Head concerned and the Treasurer, the Corporation shall be at liberty to accept the next lowest, or any tender, or call for new tenders, holding the Contractor and any surety provided liable for any increase in cost to the Corporation.

19) SAVING CLAUSE

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 as herein set forth, the Contractor agrees to give immediate notice and explanation of the cause and probable duration of any such delay.

20) INSURANCE & BONDING

Prior to commencement of the work, the successful tenderer shall provide evidence, on forms prescribed by or acceptable to the Corporation of the Municipality of Mississippi Mills of the following:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury and advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the Municipality of Mississippi Mills as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation.

The bidder shall indemnify and hold the Corporation of the Municipality of Mississippi Mills harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the renter, their invitees, agents, officers, employees or other persons for whom the bidder is legally responsible.

The Corporation reserves the right to request additional insurance as deemed necessary to address exposures.

Performance Bond and Labour and Material Payment Bond

A Performance Bond in an amount equal to one-hundred percent (100%) of the Tender total will be required on acceptance of the Contract and prior to the commencement of any work. A Labour and Material Payment Bond in an amount equal to fifty percent (50%) of the Tender total will be required on acceptance of the Contract and prior to the commencement of any work. The Bonds will be furnished by a satisfactory surety company with head office in Canada or authorized to carry on business in Canada. An acceptable alternative to providing bonds is letters of credit in the above amounts furnished by a financial institution with a head office in Canada or authorization to carry out business in Canada.

21) WORKER'S RIGHTS

The Contractor shall abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour or other appropriate legislation of the Province of Ontario or the Government of Canada.

22) RESPONSIBILITY OF CONTRACTORS

Contractors retained by the Corporation shall be responsible for:

- (i) Maintaining a safe workplace/work site in accordance with standard safe work practices and housekeeping, and shall be responsible for traffic control, if required.
- (ii) Compliance with the Occupational Health and Safety Act of Ontario and the regulations, the Municipal Freedom of Information and Privacy Act, RSO 1990, c. M54 and the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5; Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11
- (iii) Co-ordinate activities to prevent the disruption of services and operations of the Corporation's Departments.
- (iv) Provide proof of W.S.I.B.
- (v) Comply with all ordinances, By-laws, and all other regulations from time to time imposed by law as they relate to work under this contract.

23) HEALTH & SAFETY

- a) All work performed under this contract must be carried out in accordance with the terms and conditions of the **OCCUPATIONAL HEALTH & SAFETY ACT, R.S.O. 1990**, as amended. The Municipality reserves the right to obtain the Health and Safety records from the appropriate Ontario Government Ministry of the selected bidder and may determine its selection of the successful bidder based upon these records.
- b) Pre-Start Health and Safety Review: A Pre-Start Health and Safety Review means the production of a report as required by *O.reg. 528/00* amending Section 7 of the Regulations for Industrial Establishments of the *Occupational Health and Safety Act, R.S.O. 1990* as amended. When Required by the Municipality, the successful bidder shall provide a Pre-Start Health and Safety Report.

24) FREEDOM OF INFORMATION

Any information including all work as described in these documents, service or product details, prices, statements, and any other information provided by the bidder shall be kept strictly confidential and release of same, except for any details regarding this bid document stated in a report to the Council of the Municipality, shall only be granted in accordance with the *Municipal Freedom of Information and Protection of Privacy Act R.S.O.1990, c. M.56* as amended.

25) STANDARDS AND LEGISLATION: FAILURE TO COMPLY

The successful bidder may be required to provide written documentation that all materials proposed meet Municipal, Provincial and Federal Government standards, legislation and

laws. Also, the successful bidder must comply with all laws, legislation, regulations, and provisions of the Federal Provincial, Municipal Governments or any governmental agency as they pertain to the work described herein. Failure by the successful bidder to comply with these laws, legislation, regulations and provisions shall be just cause for the Municipality, at its discretion, to stop performance of this contract, until such times as the successful bidder complies with these laws etc. Also the Municipality may, at its discretion, award the contract to any other contractor or may re-issue the Tender. The Municipality may assess against the contractor any damages whatsoever as a result of failure to comply.

26) GOODS AND MATERIALS SUITABLE FOR USE

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or contract based on this Tender, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

27) NEW GOODS AND MATERIALS ONLY

Unless otherwise stated all goods supplied as a result of this Tender Request shall be new, of the latest manufacture and not re-manufactured.

28) WORKPLACE SAFETY & INSURANCE BOARD REQUIREMENTS

- a) The successful bidder must be in good standing with all the provisions of the Workplace Safety and Insurance Board (WSIB) and shall furnish the Municipality with a **"letter in good standing"** from the WSIB prior to the start of any work. Following substantial completion of the work as determined by the Municipality, the contractor must furnish the Municipality with a **"Certificate of Clearance"** from the WSIB. For work of long duration the contractor must supply the Municipality with a **"Certificate of Clearance"** every 45 days. Progress payments will not be paid by the Municipality unless a valid **"Certificate of Clearance"** is supplied to the Municipality. Final payment to the contractor will not be made unless this certificate is received from the contractor.
- b) A successful bidder who operates under an "Independent Operator Status" must supply the Municipality with a document from the WSIB that clearly states that the WSIB has deemed that the successful bidder is classified as an independent operator as defined under the provisions as issued by the Workplace Safety & Insurance Board. Such document shall be required for each subsequent work under this contract and updated if the work covered under this contract is of an intermittent nature involving the same or different types of work over a determined period of time. The successful bidder will not be permitted to start any work under the contract until such document is received by the Municipality.
- c) The successful bidder who supplies work covered under the Municipality's **"Blanket Order"** for a determined period of time must supply the Municipality with an updated **"Certificate of Clearance"** every 45 days for work occurring on a frequent basis or affixed to the bidders invoice for less frequent work. Payment for invoices will not be made unless the provisions stipulated above in paragraphs a., b., and c. are fully met by the successful bidder.

29) REMOVAL AND DISPOSAL

All materials as specified herein to be removed and disposed, shall be removed by the Contractor and disposed of in a manner that is satisfactory to the Municipality. The entire job Site shall be left in an orderly and appropriate condition upon the completion of the work.

30) TOOLS AND EQUIPMENT

Any equipment, tools, supplies, materials, parts or any other items delivered to the job site by the contractor, prior to, during or after carrying out the work will be of the contractor's own volition and the contractor will be entirely responsible for same.

31) CONSTRUCTION LIEN ACT

The provisions of **The Construction Lien Act**, R.S.O. 1990, c. C.30, as amended shall be fully complied with by the contractor. A ten percent (10%) hold back of the entire amount of the contract price will be applied by the Municipality until all of the conditions and obligations of the Act have been fully completed.

32) COMPLIANCE WITH LAWS AND ACTS

The Contractor shall comply with all Federal, Provincial and Municipal Laws, statutes, Regulations and by-laws, relevant to this tender including but not limited to:

- The Construction Lien Act*, R.S.O. 1990, c. C.30, as amended.
- The Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1, as amended.
- Workplace Safety and Insurance Act*, effective January 1, 1998, as amended
- The Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.
- Municipal Conflict of Interest Act*, R.S.O. 1990, as amended

33) TENDER PREPARATION COSTS

The Municipality shall not be responsible for the costs incurred by any Bidder to prepare and submit a Tender or any subsequent documents relating to a Tender.

34) PAYMENT IN CANADIAN FUNDS

Unless otherwise indicated herein, the prices stated are payable in Canadian Funds at the Municipality Mississippi Mills, Canada, and include any Goods and Services Tax, Provincial Sales Tax or any other applicable taxes.

35) ORIGIN OF GOODS AND MATERIALS

Wherever possible, the goods, materials, articles or equipment, specified or called for in or under this Tender shall be of Canadian origin and manufacture.

36) MUNICIPAL CONFLICT OF INTEREST ACT

Contracts in which a member of Council has an interest of which disclosure is required under *the Municipal Conflict of Interest Act R.S.O. 1990*, as amended, are voidable at the instance of the Municipality before the expiration of two years from the date of authorization if such member fails to make such disclosure at the prescribed time.

37) MUNICIPALITY NOT EMPLOYER

The bidder agrees that the Municipality of Mississippi Mills is not to be understood as the employer to any successful contractor nor to such contractor's personnel or staff for any, work services, or supply of any products or materials that may be awarded as a result of this bid document. Also, in accordance the *Occupational Health and Safety Act*, the successful contractor here with agrees to be the "constructor" as defined under this act.

38) W.H.I.M.S. REQUIREMENTS

The successful bidder must supply a supplier label and appropriate Material Safety Data Sheet/Safety Data Sheet under the W.H.M.I.S. 2015 legislation and Hazardous Protection Act for all controlled products to be supplied per this bid document. Any controlled good supplied without appropriate data sheet and proper labelling will not be accepted and will be returned at the sole cost to the successful bidder .

39) REMOVAL FROM BIDDERS LIST

The Municipality reserves the right to remove from its list of bidders, for an indeterminate period, the name of any bidder who fails to execute or accept a contract or purchase order or for unsatisfactory performance on any previous or current contract held with the Municipality or if the bidder is currently involved in litigation of any kind against the Municipality.

APPENDIX A

Bidders shall provide one lump sum price broken down as per the following Price Schedule:

Item No.	Description	Unit	Est. Qty.	Unit Price	Total
1	Sitework including Mobilization and Demobilization and All Other Costs not Included Elsewhere	L.S.	100%		
2	Site Servicing and Grading per Tender drawing C01	L.S.	100%		
3	Architectural work per Tender drawings A01 and A02	L.S.	100%		
4	Structural Work per Tender drawings S01	L.S.	100%		
5	Mechanical and Electrical Work per Tender drawings M01, M02, M03, E00, E01, E02, E03	L.S.	100%		
SUB-TOTAL					
H.S.T. (13%)					
Total Tender Price					

APPENDIX B

OCCUPATIONAL HEALTH AND SAFETY

STATUTORY DECLARATION

In submitting this proposal, I/We, on behalf of _____

(Legal Name of Company)

Certify the following:

- (a) I/We have a Health and Safety Policy and will maintain a program to implement such policy as required by clause 25(2)(j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

Note: This OHS Act requirement for item (a) does not apply to employers with 5 or less employees.

- (b) With respect to the services being offered in this proposal, I/We and our proposed subcontractors, acknowledge the responsibility to, and shall:
- (i) fulfill all of the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.
 - (ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and
 - (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.
 - (iv) ensure all work is carried out in accordance with the Occupational Health and Safety Legislation.
- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at this day of _____ **2023**.

(Authorized Signing Officer)

(Title)