



THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

RFP NO. 2024-02
*****Addendum*****

**Cramahe Forest ~ Sale of Standing Timber
Part Lot 21 Concession 5
Part Lot 20 & 21 Concession 6, Cramahe Ontario K0K 1M0**

Nicole Newton
Deputy Clerk
1 Toronto St. P.O. Box 357
Colborne ON K0K 1S0
Tel: 905-355-2821 Ext 223
clerk@cramahe.ca

RFP CLOSING DATE Addendum: Friday September 27th, 2024, 11:00am Local Time

GENERAL CONDITIONS

Having examined the Request for Proposal as listed herein and Schedules attached, all as issued by the Township of Cramahe, we hereby offer to enter a Contract to perform the Work required by the Bid Documents in Canadian funds.

SCHEDULE “A”: Declarations

We hereby declare that:

- 1) We agree to complete the work in compliance with the RFP on or before **March 31st, 2025**. The Municipality or the Contractor may request in writing an extension of the current contract. The written request shall be received no later than thirty (30) days prior to the expiration date of the current contract. Extensions can only be granted for a total of two (2) additional terms or three (3) years from the commencement date of the original contract date. All terms and unit prices applied to the contract extension shall be agreed to in writing by the Municipality and the Contractor for a contract extension to take effect. All agreement documents shall be supplied by the Municipality.
- 2) No person, firm, or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made.
- 3) This Bid is open to acceptance for a period of 30 days from the date of the bid closing.
- 4) In submitting this Bid, we recognize that the Municipality may accept any Bid, or elect to reject all bids.
- 5) The Bid price shall be formatted in dollars, see “Schedule D” Scope of Work.
- 6) Lowest or any RFP not necessarily accepted.
- 7) The Vendor agrees to indemnify and save the Municipality harmless to public and private property from all claims and demands whatsoever, arising from or in any way connected with property damage while performing services for the Township of Cramahe.
- 8) **The awarding of this RFP is subject to the approval of the Township of Cramahe Council.**

The undersigned, proposer agrees to supply and deliver all goods and/or services for price(s) proposed to the Corporation of the Township of Cramahe in accordance with all terms, specifications and conditions specified herein.

FIRM NAME: (BIDDER).	AUTHORIZED SIGNATURE:
ADDRESS:	PRINT NAME AND TITLE:
TELEPHONE NUMBER:	DATE:
FAX NUMBER:	

1.0 INSTRUCTIONS TO BIDDERS

Schedule “B”: Submittals Procedure

- 1.1 All proposals shall be delivered to the Township of Cramahe, as described in 1.5. Any proposal delivered after the said time will be returned unopened. All documents must clearly indicate “RFP for Cramahe Forest Sale of Standing Timber # 2024- 02”, the Bidders name and address.
- 1.2 Any Request for Proposal will not necessarily be accepted, and the Municipality reserves the right to reject all proposals submitted or select options from various proposals or to select any proposal for reasons deemed to be in the best interests of and for the best value for the Municipality.
- 1.3 Bidders must complete all parts of the Bid in accordance with the RFP documents as specified herein.
- 1.4 Quantity of Responses

One (1) hard copy proposal(s) delivered to the location at the date and time are requested.

- 1.4.1 All Bids/Proposals must be comprehensive and in sufficient detail to permit complete evaluation in accordance with the criteria set out herein. These proposals must be copies of the complete response submitted in **sealed packaging and signed by an authorized officer of the bidder.**

- 1.5 Time, Date, and Address for Response Submission

The bid documents described in 1.1 above shall be submitted to the following individual, on or before **1:00 p.m. (local time) on Wednesday September 4th, 2024**, to the following:

Attention: RFP 2024 – 02 Cramahe Forest Sale of Standing Timber

**Address: The Corporation of the Township of Cramahe
Clerks Department
1 Toronto Street, P.O. Box 357
Colborne, Ontario K0K 1S0
Attention: Holly Grant CAO/Clerk**

Phone: 905-355-2821

The Bid(s) will be opened in Council Chambers at the Townhall at 1:00pm local time

- 1.6 Language of Response Submissions

Proposals and related documents shall be submitted in English.

2.0 BIDDERS INFORMATION

This RFP is for a qualified contractor, to recommend, provide detailed cost information and conduct the works required to remove Forest products for the Township of Cramahe, 1 Toronto Street, P.O. Box 357, Colborne, Ontario.

3.0 FACSIMILE OR ELECTRONIC BIDS

Facsimile or Electronic Bids will not be accepted. Bids must be legible. Proposals written in pencil will not be considered.

4.0 BID PRICES

Bid submissions must be valid for 90 days after the closing date stated herein. After this time elapses, the bids may only be accepted with the consent of the successful proponent.

5.0 NEGOTIATIONS

The Township of Cramahe reserves the right to enter negotiations with the selected Proponent. If the Municipality and the selected Proponent cannot negotiate a successful contract, the Municipality may terminate the negotiations and begin negotiations with the next selected Proponent. This process will continue until a contract has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Municipality arising from such negotiations.

6.0 Bidders **must** bid on all sections. The lowest or any bids not necessarily accepted.

7.0 QUESTIONS

7.1 Questions concerning General Conditions or Scope of Work must be communicated to the Clerks Department for clarification. Any material changes resulting from inquiries will be documented in writing to the bidders prior to the closing date and time.

7.2 Bidders are requested to make all inquiries prior to **September 27, 2024, 11:00am local time.**

7.3 Person to contact: **Nicole Newton**
Deputy Clerk
Tel: 905-355-2821 ext. 223
Email: clerk@cramahe.ca

7.4. All inquiries and communications with The Township of Cramahe about this RFP throughout the bid period are only to be directed to the individual identified in this, Section.

Non-compliance with this condition during the bid period may (for that reason alone) result in disqualification of the bidders offer.

8.0 PAYMENT

Payment may be made 30 days after delivery pursuant to the Bidder submitting an invoice, contract requirements being completed, and work being deemed satisfactory.

9.0 SCHEDULE "C" – STANDARD TERMS & CONDITIONS

DEFINITIONS

- Municipality: The Corporation of the Township of Cramahe, its successors and assigns.
- Bidder: The person, firm or corporation submitting a Bid to the Municipality.
- Contractor: The person(s), contractor(s), firm(s) or corporation(s) to whom the Municipality has awarded the Contract, its successors and assigns.
- Contract: The agreement authorizing the Contractor to perform the work, purchase order alterations, the document and addenda, the bid and surety.
- Subcontractor: A person(s), firm(s) or corporation(s) having a contract with the Contractor for any part of the work.
- Document: The document(s) issued by the Municipality in response to which bids are invited to perform the work in accordance with the specifications contained in the document.
- Bid: An offer by a Bidder in response to the document issued by the Municipality.
- Equipment: The materials, machinery, assemblies, instruments, devices, or articles, or components thereof, which are the subject of the Contract.
- Work: All labour, materials, products, articles, fixtures, services, supplies, and acts required to be done, furnished and/or performed by the Contractor, which are subject to the Contract.

SUBMISSION OF PROPOSALS

Request for Proposals shall be in accordance with the Township of Cramahe Procurement By-law 2020-77 and will apply for the calling, receiving, and opening of bids. The Municipality will be responsible for evaluating proposals, awarding, and administering the contract in accordance with the Procurement By-law.

The bid/proposal must be submitted on the form(s) supplied by the Municipality unless otherwise provided herein. The envelope must not be covered by any outside wrappings, i.e., courier envelopes or other coverings.

The proposal/ bid must be signed by a designated signing officer of the bidder.

Proposals must be legible, written in ink or typed. Erasures, over-writing, or strike outs must be initialed by the Bidder's authorized signing officer.

The proposal must not be restricted by a covering letter, a statement added, or by alterations to

the document unless otherwise provided herein.

Failure to return the document or invitation may result in the removal of the Bidder from the Municipality's bidder's list.

Proposals received after the closing date and time will not be considered and will be returned, unopened.

Should a dispute arise from the terms and conditions of any part of the contract, regarding meaning, intent or ambiguity, the decision of the Municipality shall be final.

FAX submissions are not acceptable.

CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract documents shall consist of all the pages of the RFP documents issued by the Municipality and the bidders submission. Do not remove any pages from the RFP document.

The Contract and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

Amendments to the Contract, in the form of Change Notices shall take precedence over the documents or portions thereof amended thereby.

Change Notices, Appendices, and Addenda to any Contract document shall be considered part of such document.

The intent of the Contract is that the Contractor shall supply equipment, materials, or services complete and suitable for the Municipality's intended use.

None of the conditions contained in the Bidder's standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Municipality and set forth or specifically referred to therein.

The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

CLARIFICATION OF RFP DOCUMENTS

Any clarification of the RFP documents required by the Bidder prior to submission of its proposal shall be requested through the Municipality's contact identified in the document. Any such clarification given shall not in any way alter the document and in no case shall oral arrangements be considered.

No officer, agent or employee of the Municipality is authorized to alter orally any portion of these documents. During the period prior to submission of bids, alterations will be issued to Bidders as written addenda. The Bidder shall list in its proposal all addenda that were considered when its proposal was prepared.

PROOF OF ABILITY

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

DELIVERY

Unless otherwise stated, the work specified in the bid shall be delivered or completely performed by the Contractor as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion after receipt of a purchase order, therefore.

A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles, or equipment, shall accompany each delivery thereof. Receiving by a foreperson, storekeeper or other such receiver shall not bind the Municipality to accept the work covered thereby, or the particulars of the delivery ticket or piece tally thereof.

Work shall be subject to further inspection and approval by the Municipality.

The Contractor shall be responsible for arranging the work so that completion shall be as specified in the Contract.

Time shall be of the essence of the Contract.

PRICING REQUIREMENT

Prices shall be in Canadian Funds, quoted separately for each item stipulated. destination.

Prices shall be firm for the duration of the Contract.

Prices proposed must include all incidental costs and the Contractor shall be deemed to be satisfied as to the full requirements of the RFP. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. Should the Contractor require more information or clarification on any point, it must be obtained prior to the submission of the bid/proposal.

All prices submitted shall include applicable taxes, customs duty, freight, insurance, and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified.

If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

Should any additional tax, duty or any variation in any tax or duty be imposed by the Government of Canada or the Province of Ontario become directly applicable to work specified in this document subsequent to its submission by the Bidder and before the delivery of the work covered thereby pursuant to a purchase order issued by the Municipality appropriate increase or decrease in the price of work shall be made to compensate for such changes as of the effective date thereof.

TERMS OF PAYMENT

Payments made hereunder, including final payment, shall not relieve the Contractor from its obligations or liabilities under the Contract.

Acceptance by the Contractor of the final payment shall constitute a waiver of claims by the Contractor against the Municipality, except those previously made in writing in accordance with the Contract and still unsettled.

The Municipality shall have the right to withhold from any sum otherwise payable to the Contractor such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of it.

Payment may be made 30 days after delivery pursuant to the Bidder submitting an invoice, contract requirements being completed, and work being deemed satisfactory.

ALTERNATES

Any opinion regarding the use of a proposed alternate material, product or design specification determined by the Municipality shall be final. Any Bid proposing an alternate will not be considered unless otherwise specified herein.

EQUIVALENCY

Any opinion determined by the Municipality with respect to equivalency shall be final.

ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign or subcontract the Contract or any portion thereof without the prior written consent of the Municipality.

FINANCING INFORMATION REQUIRED OF THE CONTRACTOR

The Municipality is entitled to request of the Contractor to furnish reasonable evidence that financial arrangements have been made to fulfill the Contractor's obligations under the Contract.

LAWS AND REGULATIONS

The Contractor shall comply with relevant Federal, Provincial, and Municipal statutes, regulations and by-laws pertaining to the work and its performance. The Contractor shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

CORRECTION OF DEFECTS

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment, material or service any part of the equipment or material becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the Contract, then the Contractor, upon request, shall make good every such defect, deficiency or failure without cost to the Municipality. The Contractor shall pay all transportation costs for parts and/or equipment, and/or material both ways between the Contractor's factory or repair depot and the point of use.

BID ACCEPTANCE

The Municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the RFP, and to award contracts to one or more bidders submitting identical proposals as to price; to accept or reject any bid in whole or in part; to waive irregularities and omissions, if in so doing, the best interests of the Municipality will be served. No liability shall accrue to the Municipality for its decision in this regard.

Bids shall be irrevocable for duration of the contract.

The acceptance of any Proposal/ Bid is subject to appropriate funding acceptable to the Municipality.

The placing in the mail or delivery to the address given in the Proposal of a notice of award to a bidder by the Municipality shall constitute notice of acceptance of Contract by the Municipality to the extent described in the notice of award.

RFP PROCEDURES

Proposals/Bids will be called, received, evaluated, accepted, and processed in accordance with the Municipality's purchasing and tendering procedures.

DEFAULT BY CONTRACTOR

- (i) **If the Contractor** commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice; terminate the Contract.
- (ii) **If the Contractor** fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to perform the work with the skill and diligence; or assigns or sublets the Contract or any portion thereof without the Municipality's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Municipality may, upon expiration of ten days from the date of written notice to the Contractor, terminate the Contract.

- (iii) Any termination of the Contract by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have and without incurring any liability whatsoever in respect thereto.

If the Municipality terminates the Contract, it is entitled to:

- i) take possession of all work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment) and finish the work by whatever means the Municipality may deem appropriate under the circumstances.
- ii) withhold any further payments to the Contractor until the completion of the work and the expiry of all obligations under the Correction of Defects section.
- iii) recover from the Contractor loss, damage and expense incurred by the Municipality by reason of the Contractor's default (which may be deducted from any monies due or becoming due to the Contractor, any balance to be paid by the Contractor to the Municipality).

CONTRACT CANCELLATION

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the Contractor may negotiate a settlement. The Municipality shall not be liable to the Contractor for loss of anticipated profit on the cancelled portion or portions of the work.

QUANTITIES

Unless otherwise specified herein, quantities are shown as approximate, are not guaranteed to be accurate, are furnished without any liability on behalf of the Municipality and shall be used as a basis for comparison only.

Payment will be by the unit complete at the bid price on actual quantities deemed acceptable by the Municipality.

SURETY

The successful proponent shall, if the Municipality in its absolute discretion so desires, be required to satisfy surety requirements by providing a deposit in the form of a certified cheque, bank draft or money order or other form of surety, in an amount determined by the Municipality. This surety may be held by the Municipality until 60 days after the day on which all work covered by the Contract has been completed and accepted. The surety may be returned before the 60 days have elapsed providing satisfactory evidence is provided that all liabilities incurred by the Contractor in carrying out the work have expired or have been satisfied and that a Certificate of Clearance from the WSIB - Workplace Safety Insurance Board has been received.

The Contractor shall, if the Municipality in its absolute discretion so desires, be required to satisfy fidelity bonding requirements by providing such bonding in an amount and form determined by the Municipality.

Failure to furnish required surety within two weeks from date of request thereof by the

Municipality shall make the award of the Contract by the Municipality subject to withdrawal.

INSURANCE

The Contractor shall maintain and pay for Comprehensive General Liability insurance including premises and all operations. This insurance coverage shall be subject to limits of not less than \$3,000,000.00 inclusive per occurrence for third party Bodily Injury and Property Damage or such other coverage or amount as may be requested.

The policy shall include the Municipality as an additional insured in respect of all operations performed by or on behalf of the Contractor. A certified copy of such policy or certificate shall be provided to the Municipality prior to commencement of the work. Further certified copies shall be provided upon request.

LIABILITY

The Contractor agrees to defend, fully indemnify, and save harmless the Municipality from all actions, suits, claims, demands, losses, costs, charges, and expenses whatsoever for all damage or injury including death to any person and all damage to any property which may arise directly or indirectly by reason of a requirement of the Contract, save and except for damage caused by the negligence of the Municipality or its employees.

The Contractor agrees to defend, fully indemnify, and save harmless the Municipality from any and all charges, fines, penalties and costs that may be incurred or paid by the Municipality if the Municipality or any of its employees shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the Act arising out of this Contract.

VISITING THE SITE

The Contractor shall carefully examine the site and existing surroundings affecting the proper execution of the work and obtain a clear and comprehensive knowledge of the existing conditions. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable, prior to the date of submission of the proposal/ bid. Bidders shall accept sole responsibility for any error or neglect on their part in this respect.

SAFETY

The Contractor shall obey all Federal, Provincial and Municipal Laws, Act, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Contractor.

Without limiting the generality of the foregoing, the Contractor shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a Contractor, a Constructor and/or Employer with respect to or arising out of the performance of the Contractor's obligations under this Contract.

The Contractor shall be aware of and conform to all governing regulations including those established by the Municipality relating to employee health and safety. The Contractor shall keep employees and subcontractors informed of such regulations.

The Contractor shall provide Material Safety Data Sheets (MSDS) to the Municipality for any supplied Hazardous Materials.

UNPAID ACCOUNTS

The Contractor shall indemnify the Municipality from all claims arising out of unpaid accounts relating to the work. The Municipality shall have the right at any time to require satisfactory evidence that the work in respect of which any payment has been made or is to be made by the Municipality is free and clear of liens, attachments, claims, demands, charges, or other encumbrances.

SUSPENSION OF WORK

The Municipality may, without invalidating the Contract, suspend performance by the Contractor from time to time of any part or all the work for such reasonable period of time as the Municipality may determine.

The resumption and completion of work after the suspension shall be governed by the schedule established by the Municipality.

CHANGES IN THE WORK

The Municipality may, without invalidating the Contract, direct the Contractor to make changes to the work. When a change causes an increase or decrease in the work, the Contract price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices, by an amount to be agreed upon between the Municipality and the Contractor. All such changes shall be in writing and approved by the Municipality.

MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

All correspondence, documentation, and information provided to staff of the Municipality by every Bidder, including the submission of proposal, shall become the property of the Municipality, and as such, is subject to the Municipal Freedom of Information and Protection of Privacy Act, and may be subject to release pursuant to the Act.

Bidders are reminded to identify in their proposal material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete proposals are not to be identified as confidential.

DISCLOSURE

The total number of Bids and the name of each Bidder will be made available at the public submission opening. After the submission opening, requests may be submitted to the Municipality for the results, and only the total number of Bids and the name of each Bidder as read out at the submission openings will be given in the reply.

SCHEDULE “D” – SCOPE OF WORK

PURPOSE

The Township of Cramahe is seeking Proposals/ Bids from qualified contractors to remove previously marked timber located within Cramahe Forest at: Concession 5 lot 21 and Concession 6 lots 20-21 Cramahe Township. The timber needing to be harvested has been marked by a registered forester professional in 2021 and 2024.

BACKGROUND

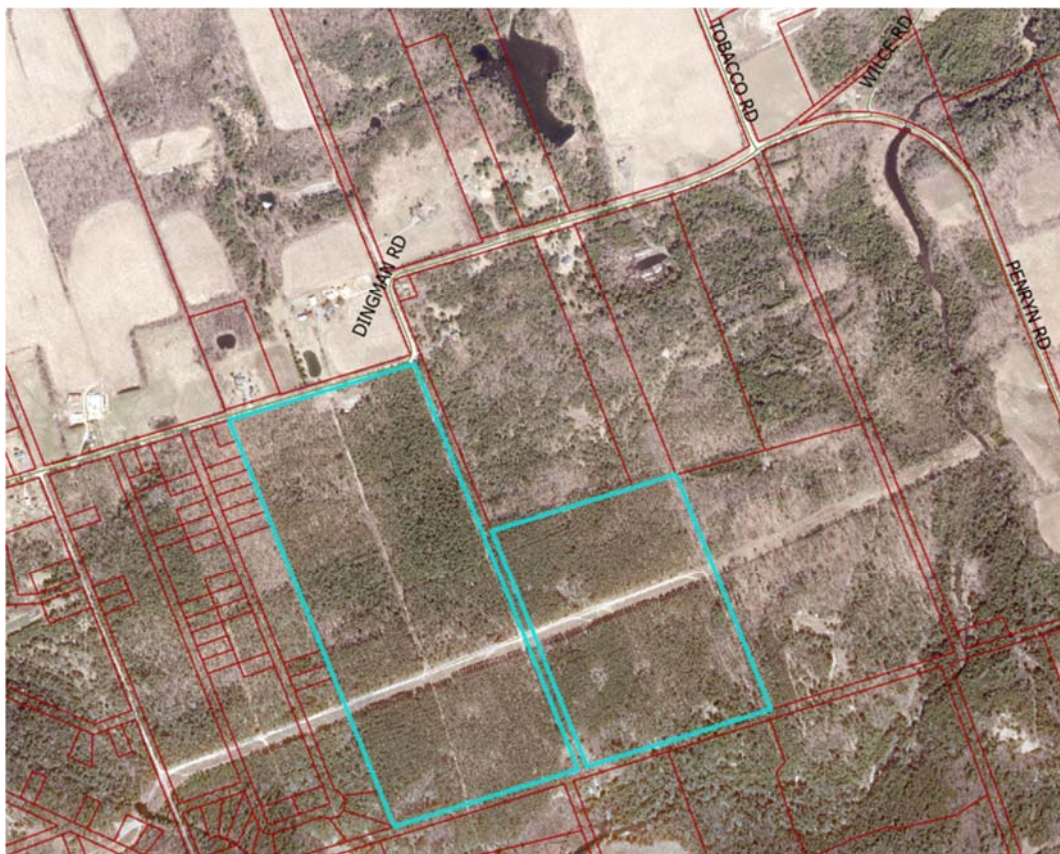
As a part of the Township of Cramahe regular forest maintenance and forest restoration a thinning of the forest is prescribed every 3-5 years. The timber needing to be harvested has been previously marked. A detailed description of the stands needing to be harvested and removed are described within.

PROJECT SCOPE

The following is a general but not necessarily complete, description of the Conifer thinning needing to be completed on behalf of the Municipality, the Purchaser agrees to buy, upon the terms herein those trees designated for felling described below:

LOCATION

Lot(s): 21 Conc.: 5 Lot(s): 20 – 21 Conc.: 6 Township: Cramahe



DESCRIPTION OF SALE:

Stand #	Area	# Trees	Species	Est. Vol. (m3)	Avg. Dia. (DBH)
4	7 ac.	467	R. Pine	382	33 cm
7	10 ac.	1117	R. Pine	394	22 cm.
9, 10	8.5 ac.	392	R. Pine	287	32 cm.
11, 12	11.5 ac.	377	R. Pine	297	32 cm.
13	8.6 ac.	292	R. Pine	329	32 cm
14	13.3 ac.	664	R. Pine	417	30 cm
18	10 ac.	673	R. Pine	330	32 cm
19	11.7 ac.	570	R. Pine	335	31 cm
W. Pine		212	W. Pine	194	34 cm.
16	8.5 ac.	759	R. Pine	382	25 cm.
17	9.1 ac.	1393	R. Pine	457	19 cm.
15	4 ac.	405	R. Pine	198	23 cm.

**SaleTotal: Red Pine 7,109 trees; est. 3,808 m3.
White Pine 212 trees; est. 197 m3**

SPECIFICATIONS

The Contractor will be responsible for ensuring that the following requirements are met: The Purchaser further agrees to the following:

1. The Forest products sold herein shall be felled and removed from the property on or before March 4, 2025. The Purchaser agrees that any trees, logs, treetops or other parts of trees remaining on the property after this date become the property of the Township.
2. To notify the Township by telephone (Tel. # 905-355-2821), at least 72 hours before the commencement of logging operations.
3. To fell and skid all trees designated for harvest so as to minimize damage to the residual stand and to prevent unnecessary damage to young growth. Whole tops shall not be skidded.
4. To cut trees in such a manner as to leave evidence of butt marking (yellow) and so that the stump heights are not higher than the diameter of the stump, to a maximum of 60 cm.
5. To utilize and remove all merchantable wood 2.54 metres and longer as follows:
 - (i) in plantations down to 10 cm diameter outside bark top end;
 - (ii) in natural stands down to 15 cm diameter outside bark top end.
6. To reimburse the Seller as liquidated damages and not as a penalty, the rate of \$ 100.00 for each unmarked tree (not designated) that is felled to the ground. This shall not be construed as permission to cut any tree not designated for cutting.
7. To reimburse the Seller as liquidated damages and not as a penalty, for all trees not designated for felling which are unnecessarily damaged due to carelessness by the Purchaser or his/her employee, as determined by the Township or Township's designated agent:
 - (i) at the rate of \$ 50.00 for each tree 30 cm or less in diameter at the stump.
 - (ii) at the rate of \$ 100.00 for each tree 31 cm or greater in diameter at the stump.

8. To repair to original condition immediately after logging operations have been completed, all damage caused by logging to roads, trails, fences, culverts, bridges, utilities or other improvements damaged beyond ordinary wear and tear.
9. That any felled trees lost through theft, or destroyed or devalued in any way by fire, hurricane, tornadoes, lightning, ice storms, insects or diseases, during the term of this agreement, such losses shall be borne entirely by the Purchaser.
10. (i) That all trees designated for harvest shall be felled to the ground. Partially severed standing trees and lodged trees must be pulled to the ground by the Purchaser daily.
(ii) All tops and slash are to be cut to within 1.2 metres of the ground. All such logging debris is to be cleared from all roads, trails, watercourses, and property adjoining the woodlot.
11. That no garbage or litter will be left on the property during or after the operation.
12. Not to assign this contract to a third party, in whole or in part, or employ subcontractors, without prior written consent of the Township.
13. To obtain at his/her expense all permits from public authorities (such as pipeline authorities), which may be required in connection with the performance of this contract and to comply with all municipal, provincial, federal and other laws, statutes, ordinances and requirements.
14. To indemnify and save harmless the Township, or agents of the Township, from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted for any damage or injury to persons or property occasioned in the carrying on of the operations of the Purchaser under this agreement or by any neglect, misfeasance, or nonfeasance on the Purchaser's part or on the part of persons employed by him or under his control.
15. That the Township is released from any and all claims for injury or damage to property, however caused, which may be sustained by the Purchaser or his employees while carrying out operations on the woodlot under this agreement.
16. During the entire term of this contract, the Purchaser agrees to have in force a general public liability and property insurance policy or policies with a limit of at least \$3,000,000 for each occurrence that protects the Township and the Purchaser against any claim arising out of any act or omission of the Purchaser, any employee of the Purchaser, or any of them, in the performance or intended performance of this contract.
17. The Purchaser will provide to the Township proof of the General Public Liability and Property Insurance policy or policies prior to commencement of cutting.
18. The Purchaser agrees to comply fully with all the requirements of the Worker's Safety and Insurance Act and, without limiting the generality of the foregoing, agrees to pay all assessments made under the said Act against the Purchaser. A copy of a current WSIB
19. To take all necessary steps to prevent and to suppress any forest fire on the sale area.

WARRANTY

The Contractor shall warrant and correct, at no additional cost to the Municipality, defects, or deficiencies in the work, which appear prior to and during the period of one year from the date of Final Completion of the Work

Project Timeline Requirements

Contractor shall be totally complete by **March 31, 2025.**

PROPOSAL/ BID SUBMISSIONS

Each Submission shall:

- a) Identify the name and contact information of the Project Manager.
- b) Describe the Contractor's experience and similar projects completed.
- c) Provide the total bid amount to complete each project.

- d) Provide a work schedule for each portion of the project, including all restoration works required.

RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall be responsible for all of the following requirements:

- a) Maintain a safe workplace/work site in accordance with standard safe work practices and housekeeping.
- b) Compliance with the Occupational Health and Safety Act of Ontario and regulations.
- c) Maintain knowledge of, and be required to comply with, any appropriate safe work practices.
- d) Co-ordinate activities to prevent the disruption of services and operations of the Municipal Departments and Utility Agencies.
- e) Obtain all required permits and utility locates required to conduct the proposed works.
- f) Provide proof of WSIB coverage and liability coverage throughout the duration of each project.
- g) Obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws, which in any way could pertain to the work outlined in the Contract or to the Employees of the Contractor.

PROJECT ADMINISTRATION

Key municipal staff will be available to provide input and feedback to the Contractor throughout the process. Meetings with applicable staff will be scheduled as required.

All costs associated with the project shall not exceed the Limit provided in the Proposal unless the appropriate "Change in Work" procedures have been followed.

Payments for the work completed will be in accordance with the stipulations set out in the General Conditions of this document and shall be based on Time and Materials used by the Contractor to complete the works set out or otherwise amended through the "Change in Work" process. Payment will only be remitted upon **completion of the entire project** in accordance with Bid Document and to the satisfaction of the Township of Cramahe.

SCHEDULE "E" - RFP EVALUATION FORM**STAND CONIFER THINNING OF CRAMAHE FOREST - RFP EVALUATION FORM**

The selection of the winning Proponents will be based on a numerical scoring system. There are nine categories by which the Proposals/Bids will be evaluated.

A committee of representatives from the Cramahe Township Public Works Department will evaluate the bid submissions.

<u>CATEGORY</u>	<u>POSSIBLE SCORE</u>	<u>ACTUAL SCORE</u>
a. Experience and Qualification of Contractor <i>Provide a contractor profile, and describe the experience of the Contractor in the field of forestry, with a similar scope of work, or within a similar field</i>	20	
b. Demonstrated Understanding of Objectives/Scope of Work <i>The submission is to demonstrate the Contractor's understanding of the assignment, including the overall scope and objectives, noting any specific issues that may require extra attention</i>	15	
c. Approach and Methodology <i>The submission is to demonstrate the Contractor's comprehensive approach and methodology to be followed in completing all aspects of the assignment, clearly illustrating the final product for each project.</i>	10	
d. Proposed Work Plan, Schedule and Level of Effort <i>The Proponent is to provide a firm schedule, to include all aspects of the project, including all restorative works required.</i>	10	
e. Quality of Submission <i>The quality of the submission will also be evaluated based on compliance, completeness, organization, and innovativeness of the Proposal/ Bid</i>	10	
f. Knowledge of Municipality	5	
g. Unit Prices <i>The Proponent is to provide firm unit prices, to include all fees and disbursements, used to complete the entire assignment in accordance with the services detailed herein and in the Proponent's Proposal/ Bid</i>	15	
h. Purchasing Amount <i>The Proponent is to provide a firm purchase price, to include all fees and disbursements, materials, labour, and equipment used to complete the entire assignment in accordance with the services detailed herein and in the Proponent's Proposal/ Bid</i>	15	
TOTAL	100	