



**TENDER FOR
WINTER SAND**

CONTRACT #2020-PW-012

(THIS IS A 3 YEAR CONTRACT)

TENDERS RECEIVED BY:

Tay Valley Township
217 Harper Road,
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130
Toll Free: 1-800-810-0161
Fax: 613-264-8516
E-mail: clerk@tayvalleytwp.ca
Website: www.tayvalleytwp.ca

**THE CORPORATION OF TAY VALLEY TOWNSHIP
TENDER FOR WINTER SAND
CONTRACT #2020-PW-012**

PART “A” – INFORMATION TO BIDDERS

1. Tender Closing

Sealed Tenders, clearly marked as to the contents, on the forms supplied by the Corporation of Tay Valley Township (“the Township”), will be received, by the undersigned or his/her designated representative, at the Municipal Office, 217 Harper Road, Perth, Ontario, until **1:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Thursday, July 9th, 2020**.

Tenders received after closing time will not be considered.

The Corporation of Tay Valley Township
217 Harper Road,
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130
Toll Free: 1-800-810-0161
Fax: 613-264-8516
E-mail: clerk@tayvalleytwp.ca

One copy of the **completed Form of Tender**, Part “D”, on the forms provided, shall be submitted. All information shall be shown in the tender in the spaces provided, including the signature of the Bidder with his/her address and telephone number.

Tender Forms must be properly signed and witnessed, or signed, witnessed and sealed if the bidder is a Corporation. Tenders must be submitted, using the Tender Label – Form 5 (to be affixed on your Tender Envelope).

The Tender must be legible, written in ink or typewritten, where stipulated, with the unit price for every item and other entries clearly shown. Tenders which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to The Corporation of Tay Valley’s Form or by a covering letter, or by alterations to the form supplied, unless otherwise provided in Part “A” - Information to Bidders.

Tenders received by fax or email will be disqualified.

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PART "A" – INFORMATION TO BIDDERS

2. Clarification of Documents

Any clarification of the Township's documents required by the Bidder, prior to submission, shall be directed to the Clerk. Any such clarifications so given shall not, in any way, alter the Township's documents and the Bidder and the Township agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued by the Clerk to Bidders as a written Addendum. In the submission, the Bidder shall list all Addenda that were issued and considered in the submission.

All questions shall be directed, in writing (by email) to the Clerk.

All questions/discrepancies identified must be sent to the Township at least three (3) business days prior to the submission due date by 4:30 p.m.

Copies of all questions and answers and any addenda will be posted on the website no later than two (2) business days prior to the submission due date by 4:30 p.m.

3. Contract Documents and Order of Precedence

The contract documents shall consist of all the pages of the Tender documents, issued by the Township, and the Company's submission. Do not remove any pages from the Township's Form.

These documents, and portions thereof, take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

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

None of the conditions contained in the Bidders standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth or specifically referred to therein.

4. Addenda

Bidders may be advised by addenda, of required additions, deletions or alterations in the requirements of the Tender documents. All such changes shall become an integral part of the Tender documents and shall be allowed for in arriving at the total submission price.

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PART “A” – INFORMATION TO BIDDERS

5. Tender Deposit

Each Tender shall be accompanied by a certified cheque or bid bond in the amount of ten percent (10%) of the bid price payable to the Township, “Tay Valley Township”. This shall be returned within ten (10) days of Tender Opening to all bidders except for the successful and second placed bidder. In the case of the second placed bidder this shall be returned upon start of contract by successful bidder. In the case of the successful Tender, this shall be returned after successful completion of the Contract. If a deposit percentage results in a fraction, it must be rounded up to the nearest dollar. If applicable, in subsequent years, sixty (60) days prior to the start of the work, the Township shall require a certified cheque, in the amount of 10%, for each subsequent year of the Contract. Please complete the attached **Tender Deposit – Method of Return – Form 4**.

6. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid **in addition** to the tendered price.

7. Health and Safety

The Bidder assumes full responsibility for conforming with all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Bidder shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation.
- (b) Provide a copy of your Company’s Health and Safety Policy Statement, dated not later than **2020**, to be submitted with the Tender.
- (c) Provide a copy of the applicable WSIB Certificate of Clearance or equivalent (if the Bidder is from outside Ontario), to be submitted with the Tender.

Upon request, at any time, from the awarding to the completion of the Contract, submit proof of fulfillment of the above noted.

8. Accessibility

The Bidder shall provide a declaration with the Tender that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations. An example of a declaration is attached in **Part “E”**.

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PART “A” – INFORMATION TO BIDDERS

9. Bidder’s Checklist

To assist Bidders with completing a response to this Tender, a Tender Checklist is included in **Part “D”**. The checklist must be included in the bidder’s submission.

10. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Bidder’s discretion. Withdrawal notification must be in written form, signed and must be submitted to the Clerk. No fax, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

11. Public Opening

All submissions will be opened at the Municipal Office, 217 Harper Road, Perth, Ontario, on the same day and time as the closing date.

12. Tender Results

The names of the Bidders and total bid prices will only be made available at the Tender Opening. After the Tender Opening, requests may be submitted to the Township for the results and only the names of the Bidders and total bid prices, as read out at the Tender Opening, will be given in the reply. Bid results will be posted on the Township’s Website at www.tayvalleytwp.ca within 48 hours of the Tender Opening.

13. Bid Acceptance

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a tender to the Township, the Township reserves the right to reject an offer to supply goods and/or services or Tenders presented in response to the Township’s procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period. Township Council may remove a Company’s name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Township Contract.

Unless otherwise specified in these Tender documents, this Tender constitutes an irrevocable offer to provide the goods and/or services described herein **for a period of ninety (90) calendar days** from the closing date of the receipt of Tenders. **The Township anticipates awarding the Contract no later than August 25th, 2020.**

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.

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PART “A” – INFORMATION TO BIDDERS

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Bidders submitting identical prices, to accept or reject any Submission in whole or in part; to waive irregularities or omissions. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The placing in the mail or delivery of a notice of award to the Company address, given in the Submission, shall constitute notice of acceptance of the Contract.

14. Insurance

The successful Company shall provide the following insurance:

General Liability Insurance

The General Liability policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a) Third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000 per occurrence.
- b) The Township shall be added as an additional insured.
- c) The policy shall contain a provision for cross liability and a severability of interest clause.
- d) The policy shall contain a provision for contractual liability – oral and written
- e) The policy shall provide the Township with 30 days’ notice of cancellation or nonrenewal.
- f) Non-owned Automobile Coverage for a limit of not less than \$5,000,000 including contractual non-owned coverage.
- g) Contingent Employer’s Liability.
- h) Broad Form Property Damage.

Contractors’ Equipment Insurance

“All risks” contractors’ equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, excluding boiler insurance, shall be in a form acceptable to the Township and shall not allow subrogation claims by the insurer against the Township. The policies shall be endorsed to provide the Township with not less than 30 days’ notice, in writing, in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of his equipment, the Township agrees to waive the equipment insurance requirement.

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PART “A” – INFORMATION TO BIDDERS

Pollution Liability Insurance

Pollution Liability Insurance shall be in the joint names of the Contractor and Tay Valley Township with limits of no less than \$5 million per occurrence, an aggregate of not less than \$5 million in any policy year, and a deductible not to exceed \$5,000, such insurance to be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work. Such insurance shall contain no exclusion of any kind relating to asbestos or asbestos-related operations in conjunction with the Work.

Automobile Liability Insurance

The Company shall provide Automobile liability insurance in respect of licensed vehicles with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Township with not less than 30 days' notice, in writing, in advance of any cancellation, change or amendment restricting coverage.

Other Requirements

The Company acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Corporation of Tay Valley Township, its agents and employees from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

15. Failure to Enter into an Agreement

In addition to all of the Township's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

16. Assignment

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Township be responsible for these costs.

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PART “A” – INFORMATION TO BIDDERS

17. Laws and Regulations

The Company shall comply with relevant, federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

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

18. Default by Company

If the Company 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 Company makes a general assignment for the benefit of its creditor, then, in any such case, the Township may, without notice, terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township’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 Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract.

Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

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

- Take possession of all the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company’s default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

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PART “A” – INFORMATION TO BIDDERS

19. Contract Cancellation

The Township 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 Township and the Company shall negotiate a settlement.

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

20. Responsibility

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by reason of the acceptance or the non-acceptance of a Tender save as provided in the Contract. The Township reserves the right to reject any or all Tenders and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any Tender will not necessarily be accepted.

21. Payments

The Company shall invoice the Township, “Tay Valley Township”, monthly, for services and materials provided. The Township shall pay said invoice within thirty (30) days of receipt of the invoice.

The successful Bidder will be required to complete the applicable paperwork to facilitate payment via Electronic Funds Transfer (EFT). This paperwork will be provided to the Bidder by the Township after the Contract is awarded.

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

22. Municipal Freedom of Information

Any personal information collected by or on behalf of the Township under this Tender is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Tender, consents to such collection and use of the information. The person submitting this Tender acknowledges the Tender is a public document and that the information contained in the Tender may become public and consents to the release of that information. By responding to this Request for Tender, respondents waive any challenge to the Township decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the

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PART "A" – INFORMATION TO BIDDERS

Township.

23. Optional Contract Extension

The Township reserves the option to extend the Contract for two (2) additional one (1) year periods, meaning for the 2023/2024 and the 2024/2025 winter seasons. Any renewal will be based upon quality of service, mutual agreement and annual price negotiations between the Contractor and the Township.

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PART "B" – GENERAL CONDITIONS

1. The sand will conform to the latest version of OPSS 1004. All materials that fail to meet the specified requirements may be rejected by the Township.
2. Any delivery of sand with chunks, including frozen chunks, of 1 cm in diameter or greater will be rejected and removed from the sand sheds at the Contractors expense. All costs incurred by the Township for service or repairs or both to Township's equipment as a result of damages caused by the said chunks shall be paid for by the Contractor.
3. The sand shall be weighed over approved scales.
4. The Township is responsible for providing bulk highway salt to be mixed with the sand in the correct proportions. The Contractor is responsible for accurately weighing and mixing the bulk salt to the sand in correct proportions of 3% to 6% as directed.
5. Once delivery has commenced, the Contractor shall continue until the structure has been filled to capacity, or other mutually agreeable arrangements are made. No belly dumps will be permitted.

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PART “C” – SPECIAL PROVISIONS

1. The Contractor shall furnish screened sand, as specified, and perform all work of loading, screening, hauling, mixing salt and stacking the sand, by means of a minimum 80-foot stacker.
2. The stacker is required for the initial fill-up of each of the sheds. The stacker may be required for intermittent fill-ups during the winter season and shall be used at the request of the Township. No payment will be made for the stacker rental if the equipment is not used.
3. The initial deliveries shall be completed between **September 1st** and **September 30th** of the following years. Intermittent fill-ups during the winter season shall be scheduled as required.
4. Sand deliveries shall not be completed in the rain.
5. The Contractor shall work with the Public Works Manger to arrange commencement of work each year, in order that the salt can be ordered and on site.
6. All deliveries should be made to the respective locations below within 48 hours from the time of notification of the order, unless otherwise specified. Upon delivery, the Township will require a copy of the weigh ticket for each load of material delivered. Summary sheets of all deliveries for each day shall be provided to the Township by 9:00 a.m. of the following day.

The Locations are as follows:

Location 1 – Bathurst Sand Shed, 217 Harper Road, Perth, ON

Location 2 – Burgess Sand Shed, 4174 Narrows Lock Road, Perth, ON

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PART "D" – FORM OF TENDER

1. I _____, of _____,

DECLARE that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the Contract proposed to be taken.

2. **I FURTHER DECLARE** that this Tender is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

3. **I FURTHER DECLARE** that no member of the Township Council, or any Officer of the Township is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.

4. **I FURTHER DECLARE** that several matters stated in the said Tenders are in all respects true.

5. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said Tender OR for a period of ninety (90) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.

6. **I FURTHER DECLARE** that the awarding of the contract based on this Tender by the Township shall be an acceptance of this Tender.

7. **I FURTHER DECLARE** that Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted. I do hereby tender and offer to enter into a Contract, to do all of the work and to furnish all necessary labour, machinery, tools, apparatus and other means of construction, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, to complete the work, herein described, in strict accordance with the plans, specifications and special provisions and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities, except where noted, at the unit prices set forth in the tender therein as follows:

Witness

Signature

Date

Name of Company

E-mail Address

Address

Name of Signing Authority for
Contract (Please print)

Telephone

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PART "D" – FORM OF TENDER

I/We hereby agree to provide Granular "M" Material to the locations set out below, in accordance with the provisions set out in Parts "A", "B", "C" and "D" of this Tender, for the following firm prices.

ITEM #	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL PRICE
1	Winter Sand for Location 1	3,500	Tonnes	\$	\$
2	Winter Sand for Location 2	4,500	Tonnes	\$	\$
3	Stacker Rental	6	Per. Day	\$	\$
TOTAL 2020/2021 (a)					\$

ITEM #	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL PRICE
1	Winter Sand for Location 1	3,500	Tonnes	\$	\$
2	Winter Sand for Location 2	4,500	Tonnes	\$	\$
3	Stacker Rental	6	Per. Day	\$	\$
TOTAL 2021/2022 (b)					\$

ITEM #	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL PRICE
1	Winter Sand for Location 1	3,500	Tonnes	\$	\$
2	Winter Sand for Location 2	4,500	Tonnes	\$	\$
3	Stacker Rental	6	Per. Day	\$	\$
SUBTOTAL 2022/2023 (c)					\$
TOTAL BID PRICE (a+b+c)					

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PART "D" – FORM OF TENDER

Name and Location of Source Pit

Notes:

- i) HST will be paid in addition to the tendered price.
- ii) Prices must be rounded to two decimal places only.

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PART "D" – FORM OF TENDER

TENDER DEPOSIT METHOD OF RETURN – FORM 4

Please complete this form indicating your preference
for returning your tender deposit cheque.

The Company will **pick up** the tender deposit.
**Township Staff will notify the Company when the cheque is
available for pick-up.**

If you are selecting this option, if possible, please provide the name of
the representative who will pick up the cheque.

Name: _____

Send cheque by **Purolator Courier**.
Note: courier charges will be the responsibility of the Company.
My Purolator Account #: _____

Send cheque by **Regular Mail**.

Company Name: _____

Signature of company representative

Date: _____

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PART "D" – FORM OF TENDER

CHECKLIST

Enclosed with submission:

1. Completed Part "D" enclosed
2. 2020 Health and Safety Policy Statement – Part "A" (#7)
3. WSIB Certificate of Clearance – Part "A" (#7)
4. Accessibility Declaration – Part "A" (#8)
5. Tender Deposit – Part "A" (#5)

Documents upon Award of Contract:

1. Certificate of Liability Insurance – Part "A" (#14)
2. Electronic Funds Transfer Paperwork – Part "A" (#21)

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PART "D" – FORM OF TENDER

TENDER LABEL – FORM 5

To help identify your Tender, please **cut out the label below and affix this label to the outside of your Tender Envelope:**

THE CORPORATION OF TAY VALLEY TOWNSHIP TENDER FOR WINTER SAND CONTRACT #2020-PW-012	
The Corporation of Tay Valley Township 217 Harper Road Perth, Ontario K7H 3C6	
Attention:	Amanda Mabo, Clerk
Telephone:	613-267-5353 ext. 130
Toll Free:	1-800-810-0161
Fax:	613-264-8516
E-mail:	clerk@tayvalleytwp.ca
CONTRACT NUMBER:	CLOSING TIME/DATE:
2020-PW-012	1:00PM July 9th, 2020
YOUR COMPANY'S NAME AND ADDRESS:	



Use the above label for your envelope when you submit your Tender Document.

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PART "E" – AODA CONFIRMATION

[COMPANY LETTERHEAD]

To: The Corporation of Tay Valley Township
From: [Company Name]
[DATE]
[CONTRACT NUMBER, CONTRACT TITLE]

Re: Declaration of Compliance – Accessibility of Ontarians with Disabilities Act (AODA)

Please accept this letter as confirmation [COMPANY NAME] is in compliance with the Accessibility of Ontarians with Disabilities Act and its regulations

[SIGNATURE]
[NAME]
[POSITION]
[CONTACT INFORMATION]
[COMPANY]