

TENDER

GRANULAR 'M' MATERIAL SUPPLY AND APPLICATION

CONTRACT# 2021-PW-005

TENDERS RECEIVED BY:

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: <u>clerk@tayvalleytwp.ca</u>
Website: <u>www.tayvalleytwp.ca</u>

PART "A" - INFORMATION TO BIDDERS

1. Tender Form

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, February 18th, 2021**.

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.

PART "A" - INFORMATION TO BIDDERS

2. Clarification of Documents

Any clarification of the Township 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 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 are 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 of Tay Valley Township.

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

PART "A" - INFORMATION TO BIDDERS

5. Tender Deposit

Each Tender shall be accompanied by a certified cheque 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 Cheque – 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, dated not later than **2021**, 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** "**D**".

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

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**, **February 18th**, **2021**.

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 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 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 March 23rd, 2021.**

PART "A" - INFORMATION TO BIDDERS

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.

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 bidder shall provide at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide The Corporation of the Township of Tay Valley with evidence of:

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 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; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. This coverage shall not contain any exclusions with respect to explosion, collapse and underground property damage hazards.

Such insurance shall add The Corporation of the Township of Tay Valley as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

PART "A" - INFORMATION TO BIDDERS

Automobile Liability Insurance

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000. inclusive for each and every loss.

Environmental Impairment Liability

The bidder shall effect and maintain Environmental Impairment Liability with a limit of not less than \$2,000,000. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including restoration costs. If such insurance is issued on a claims made basis, coverage shall contain a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The bidder shall keep their property / assets insured. Failure to do so shall not impose any liability on the Township.

Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Named Insured, and the Township shall bear no cost towards such deductibles.

The Township reserves the right to assess exposures and add additional insurance requirements where deemed necessary.

The bidder shall provide The Corporation of the Township of Tay Valley with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies The Corporation of the Township of Tay Valley in writing at least thirty (30) days prior to the effective date of the such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township.

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

Indemnification Clause

The successful bidder shall defend, indemnify and save harmless The Corporation of the Township of Tay Valley, their elected officials, officers, and employees from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the bidder, its agents, officers, employees, or others who the bidder is legally responsible. This indemnity shall be in addition to

PART "A" - INFORMATION TO BIDDERS

and not in lieu of any insurance to be provided by the Company in accordance with this agreement.

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.

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

PART "A" - INFORMATION TO BIDDERS

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 of 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).

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.

PART "A" - INFORMATION TO BIDDERS

21. Payments

The Company shall invoice the 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. Optional Contract Extension

The Township reserves the option to extend the Contract for three (3) additional one (1) year periods for roads not yet specified. Any renewal will be based upon quality of service, mutual agreement and annual price negotiations between the Contractor and the Township.

23. 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 Township.

PART "B" - GENERAL CONDITIONS

1. Sampling and Testing

a) All gradation testing and sampling required before, during and afterwards for this Contract will be the responsibility and expense of the Contractor and all results will be forwarded to The Corporation of Tay Valley Township. Testing laboratories will be the Contractor's choice but must be a Certified Member of the Canadian Council of Independent Laboratories and be approved by the Township prior to any testing.

Gradation testing, for all granular material, will be forwarded to the Public Works Manager, at least one week in advance of applying these materials.

Only material approved by the Township shall be used. The Township retains the right to specify acceptable pits and sections of a pit to be used.

The Contractor shall be responsible for the removal and replacement of any material which does not meet the specifications unless the Township approves an alternate solution to the problem.

- b) Quarry Source Material will only be considered. Materials from other sources will not be considered for use. The Corporation of Tay Valley Township prefers quarry deposits which are darkish in colour (eg, black and grey).
- c) Contractors must submit their material source with their bid information.
- d) The material shall be weighed over approved scales.
- e) Minimum of 2,000t is expected to be delivered per day.
- f) The Township will supply the necessary equipment to grade and water the granular material. The Contractor shall be required to supply and spread the granular material in such a way that it can be easily graded by the Township grader.
- g) It is agreed that the Tender quantities are estimated only and may be increased or decreased by the Township without alteration of the contract price. However, should such increase or decrease exceed 40%, then either party to the contract may request, in writing, that negotiations be carried out to determine if a revised unit price would be appropriate.

PART "B" - GENERAL CONDITIONS

2. Movement of Traffic

It will be necessary to make provisions for the movement of vehicular traffic at all times and the Contractor will be responsible for performing the work so that the least inconvenience is caused to traffic. The Township will be responsible for signing the various work locations.

3. Work on Weekends and Statutory Holidays

The Contractor shall not work on Saturdays, Sundays and Statutory Holidays on this Contract.

4. Prevention of Damage

The failure of The Corporation of Tay Valley Township to order necessary precautionary measures, protective works or any other requirements shall not relieve the Contractor of the responsibility for the prevention of damage to the project, buildings or other surface or sub-surface structures, or for accidents to persons, whether employed on the project or not, which might result from such failure to install, place or use such precautionary measures, protective works or other precautionary measures, protective requirements shall not relieve the Contractor from any of its responsibilities under this Contract.

5. Emergency and Maintenance Measures

Wherever the construction site is unattended by the general superintendent, the name, address and telephone number of a responsible official of the contracting firm shall be given to the Public Works Manager. This official shall be available, at all times, and have the necessary authority to mobilize workmen and machinery to take any action, as directed by the Public Works Manager, in case emergency or maintenance measures are required, regardless of whether the emergency or requirement for maintenance was caused by the Contractor's negligence, act of God or any cause whatsoever.

Should the Contractor be unable to carry out immediate remedial measures required, The Corporation of Tay Valley Township will carry out the necessary repairs, the cost of which shall be charged to the Contractor.

PART "B" - GENERAL CONDITIONS

6. Losses and Damages

The Contractor is hereby specifically notified that any loss or damage to the work caused by the action of the elements, including severe rainstorms, windstorms or any other unforeseen circumstances, shall be sustained and borne by the Contractor at his own expense. All material and additional work required, to make good any loss or damage to work previously completed, shall be done at the cost of the Contractor and no claims for extra payment will be allowed.

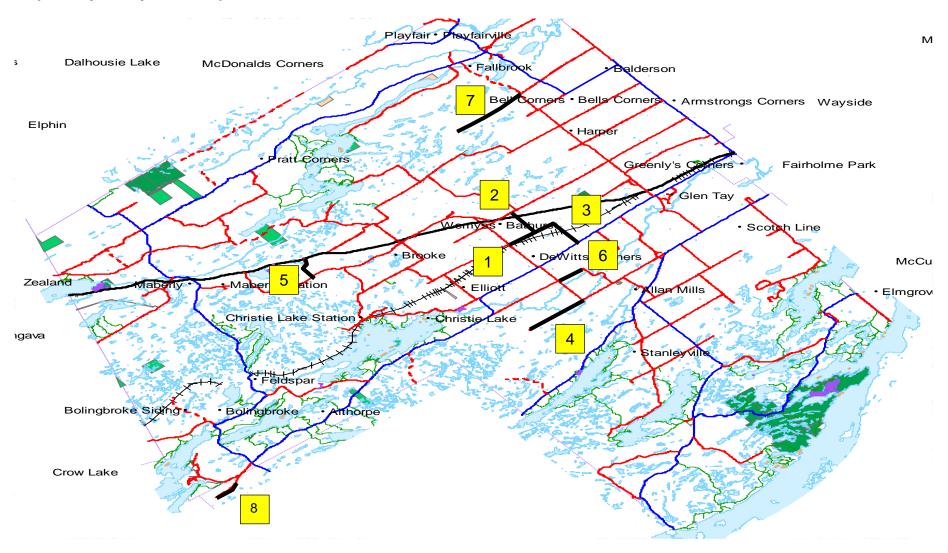
PART "C" - SPECIAL CONDITIONS ITEMS

The Contractor shall furnish Granular "M" Material, as specified, and perform all work of supplying and spreading material onto Township Roads in accordance with Unit of Prices Schedule "A".

- 1. The work will be completed on or before July 15th of each year.
- 2. The Public Works Manager shall confirm the start date of the work with the Contractor at least one week prior to commencement.

PART "C" - SPECIAL CONDITIONS ITEMS

Map of Tay Valley Township



PART "D" - FORM OF TENDER

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	ers and seal is or are	ration, other than the one whose signature or the signature of attached below, has any interest in this Tender or in the
figures or arranger		is made without any connections, knowledge, comparison of mpany, firm or person making a Tender for the same work and n or fraud.
will become interest the Contract, or in	sted, directly or indirecthe supplies, work or the supplies.	of the Township Council, or any Officer of the Township is or etly, as a contracting party or otherwise, in the performance of pusiness to which it relates or any portion of the profits thereof, or in any of the monies to be derived therefrom.
I FURTHER DECL	_ARE that several mat	ters stated in the said Tenders are in all respects true.
executed by the succlosing date, which	uccessful Company for hever first occurs and t	to continue open to acceptance until the formal contract is the said Tender OR for a period of ninety (90) days after the that the Township may, at any time, within that period, without any other Submission has been previously accepted.
I FURTHER DECL an acceptance of t		g of the contract based on this Tender by the Township shall be
received, and that submitted. I do he necessary labour, deliver, place and herein described, i in full payment the	all changes specified in ereby tender and offer the machinery, tools, apparaged all materials mer in strict accordance with erefore, the sums calculated.	Addenda No, inclusive, has/have been in the Addendum/Addenda have been included in the prices to enter into a Contract, to do all of the work and to furnish all aratus and other means of construction, and to provide, furnish, ntioned and described or implied therein, to complete the work, the plans, specifications and special provisions and to acceplated in accordance with the actual measured quantities, to forth in the tender therein as follows:
Witness		Signature
Witness		Signature Name of Company

_____Initials

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.

SCHEDULE OF UNIT PRICES

SCHEDULE "A" - 2021

Item #	Roads	Est. Qty Tonnes	Length (km)	Unit Price	Total Price
1	Bathurst Upper 4 th (Cameron Side Road to Perkins Road)	2,520	2.1	\$	\$
2	Gambles Side Road (HWY 7 to Bathurst Upper 4 th)	1,080	1.2	\$	\$
3	Perkins Road (Bathurst Upper 4 th to CR 6)	1,800	1.5	\$	\$
4	Upper Scotch Line Road (Menzies Munro to Dead End)	2,430	2.7	\$	\$
5	Strong Road (Old Brooke Road to Hwy 7)	1,080	1.2	\$	\$
6	Bathurst 2nd Conc. (Menzies Munro to Noonan)	1,320	1.2	\$	\$
7	Bathurst 9th Concession (CR 18 to Dead End)	3,870	4.3	\$	\$
8	Ritchie Road (Crozier Road to Frontenac Border)	1,595	1.5	\$	\$
			Total	Tendered Price	\$
Rock T	ype:				
Quarry	Source:				
Price F	OB Quarry: \$				

Notes:

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

	Initials
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PART "D" – FORM OF TENDER

TENDER DEPOSIT CHEQUE METHOD OF RETURN – FORM 4

se complete this form indicating your preference for returning your tender sit cheque.
The Company will pick up cheque. A Township Staff Member 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:

PART "D" - FORM OF TENDER

CHECKLIST

Enclosed with submission:	
1. Completed Part "D" enclosed	
2. 2021 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)

_____ Initials

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 SUPPLY AND APPLICATION – GRANULAR 'M' MATERIAL CONTRACT #2021-PW-005			
The Corporation of Tay Val	ley 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:		
	1:00PM		
2021-PW-005	February 18 th , 2021		
YOUR COMPANY'S NAME	AND ADDRESS:		

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

Initials