



WINTER SAND TENDER PW2024-03 TWO YEAR CONTRACT

Tender Number PW2024-03

Sealed Tenders will be received by: Corporation of the Township of Strong
28 Municipal Lane, PO Box 1120
Sundridge, Ontario
POA 1Z0

Tender Closing Date: Friday, July 26, 2024 @ 1:00 p.m.

Tender Opening: Friday, July 26, 2024 @ 1:00 p.m.

Tender Award: Tuesday, July 30, 2024 @ 5:30 p.m.

Tender for: Supply, Screen with a 5/8" screen, load, deliver to the Township Yard, mix with salt and stockpile with a stacker inside the sand dome and outside, 4000 tonnes of winter sand

Location: Township Sand Dome – 10191 Hwy 124,
Sundridge ON

Lowest or any tender not necessarily accepted.

BIDDER'S NAME: _____

TENDER NUMBER PW2024-03

Supply, Screen with a 5/8" screen, load, deliver to the Township Yard, mix with salt and stockpile with a stacker inside the sand dome and outside, 3500 tonnes of winter sand Township to supply salt.

Work to be completed by: **Friday October 11, 2024**

TENDER PROCEDURES

1. All inquiries concerning the tender, prior to the tender closing, shall be directed to Municipal Operations Coordinator, Nick Thomson, 705-840-0360
2. Notification of Acceptance of Tender will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

TENDER REQUIREMENTS

1. A certified cheque, bank draft or bid bond, made payable to the Township of Strong, in the amount of 10% of the total tender must be submitted with the tender, for deposit purposes. The tender deposit cheques/documents of the unsuccessful bidders, except the low and second low bidder will be returned within ten (10) calendar days of the tender opening. The tender deposit of the second low bidder will be returned when the successful bidder has returned the executed Agreement and other applicable documents to the Township. The cheque for the successful bidder may be held for forty-five (45) days after the municipality's acceptance of the completed work.
2. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work. Coverage shall be at least \$2,000,000 per incident in the name of the municipality. Failure to provide such a proof shall result in cancellation of the Contract and forfeiture of the bid deposit.
3. The successful bidder shall also deliver proof of Workplace Safety and Insurance Board coverage, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work.

I have read and agree with the contents

Signature of Bidder

4. The successful bidder is required to deliver proof of certification for Surface Miners Training, within ten (10) calendar days of receiving the Acceptance Notice, or prior to commencement of work.
5. To avoid any misunderstandings as to the nature of the work to be performed herein, the Contractor, by executing this contract, unequivocally acknowledges that he/she is the constructor within the meaning of Occupational Health and Safety Act and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

It is specifically drawn to the attention of the bidder that the Occupational Health and Safety Act provides in addition to other matters that:

- A constructor shall ensure, on a project undertaken by the constructor that,
- i. the measures and procedures prescribed in this Act and the regulations are carried out on the project,
 - ii. every employer and every worker performing work on the project complies with this Act and the regulations, and.
 - iii. the health and safety of the workers on the project is protected.

When an unsafe act is being committed during the completion of this tender, the Municipal Operations Coordinator, or his designate, will notify the on-site foreman. If the act is not remedied, the Ministry of Labour will be informed.

6. To aid the Township in determining the responsibility of each bidder, the bidder shall complete the following statement sheets which are attached:

STATEMENT A – Stating the bidders experience in similar work which he/she has successfully completed.

STATEMENT B – Giving a list of the Bidder's senior supervisor staff to be employed on the contract with summary of the experience of each.

STATEMENT C – Giving the location and description of the construction equipment which the bidder proposes to use.

If the bidder prefers, he/she may, in lieu of completing and submitting above mentioned state sheets, submit the information required by the said sheets on similar forms prepared in his/her office, provided that the said forms bear the bidder's name and the date of preparation and contain up to date information.

I have read and agree with the contents

Signature of Bidder

BASIS OF REJECTION OF TENDER

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible, in ink, by typewriter, or by printer.
2. Tender must be in possession of the municipality by the closing date and time.
3. Tender must be on the form provided.
4. Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
5. All items must be bid on.
6. Tender must not be restricted or modified in any way.

The successful bidder has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Attached to this tender is a Certified Cheque, Bank Draft or Bid Bond, in the amount of 10% of the total tender, maybe payable to the municipality. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the municipality if the Contractor fails to perform the work in accordance with the conditions and specification referred to or contained in this tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the municipality without alteration of the tender price. However, such increases or decreases shall not exceed 20%.

It is also agreed that, upon acceptance in writing by the municipality, this tender form becomes the "agreement for the performance of the work" between the Contractor and the municipality.

I have read and agree with the contents

Signature of the Bidder

RESERVED RIGHTS OF THE CORPORATION OF THE TOWNSHIP OF STRONG

The Corporation of the Township of Strong reserves the right to:

1. make public the names of any or all Bidders and their quoted price.
2. request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Tender.
3. adjust a Bidder's scoring or reject a Bidder's Tender based on:
 - a. a financial analysis,
 - b. information provided by references,
 - c. the Bidder's past performance on previous contracts awarded by the Township of Strong
 - d. the information provided by a Bidder pursuant to the Township of Strong exercising its clarification rights under this RFT process; or
 - e. other relevant information that arises during the RFT process.
4. verify with any Bidder or with a third party any information set out in a Tender.
5. check references other than those provided by any Bidder.
6. disqualify any Bidder whose Tender contains misrepresentations and/or any other inaccurate and/or misleading information or qualifications.
7. disqualify any Bidder or the Tender of any Bidder who has engaged in conduct prohibited by this RFT.
8. make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT.
9. select the Bidder other than the Bidder whose Tender reflects the lowest cost to the Township of Strong or the highest overall score.
10. cancel this RFT process at any stage.
11. cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables.

I have read and agree with the contents

Signature of the Bidder

12. accept or reject any or all Tenders in whole or in part.
13. discuss with any Bidder different or additional terms to those contemplated in this RFT or in any Bidder's Tender.
14. if a single Tender is received, reject the Tender of the sole Bidder, and cancel this RFT process
15. to negotiate with the two lowest Bidder(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of the tender opening.

I/We (the Contractor) promise to perform the work without undue delay and complete the work by **Friday October 11, 2024**.

I have read and agree with the contents

Signature of the Bidder

MEASUREMENT FOR PAYMENT

Cubic Metre Measurement

- (a) End Area Method:
Should Figure #1 indicate payment by the cubic metre End Area Method, the volume of materials will be measured in their original position by the average end area method.
- (b) Truck Box Method:
Should Figure #1 indicate payment by the cubic metre Truck Box Method, the volume of materials will be measured loose by predetermined truck box capacities. The loads of each truck shall be kept to not less than the predetermined capacity. Each truck shall bear an identification symbol, followed by the capacity. A load ticket will be issued for each truck load, with the cubic meters for payment shown. If a dispute arises regarding the amount of material being placed in the truck box, it is the truck operator's responsibility to level the load to determine if the load meets the predetermined capacity.

Tonne Measurement

Should Figure # 1 require payment by the tonne, the method of weighing shall be in accordance with OPSS Form 102. In addition, where a scale is found to be more than the Limits of Error specified by the Government of Canada Weights and Measures Act (0.1% on an indicated load for a permanent scale and 0.2% on indicated load for a portable scale), but not more than three times the Limits of Error, the scale may continue to be used for no more than 48 hours. Where the scale is in error by more than three times the Limit of Error, weighing of material on the scale must cease immediately.

Each truck shall bear an identification symbol, followed by the capacity. A load ticket shall be issued for each truck load, with the number of metric tonnes for payment shown. Daily summary sheets of load tickets will be required before payment is processed.

NOTE: To this tender one (1) cubic meter (m³) of winter sand equals 1.6 tonnes.

BASIS OF PAYMENT

Payment at the Contract price shall be compensation in full for performing the work specified in the tender item and for the supply of all labour, equipment and materials, except as otherwise provided in the tender, necessary to complete the work to the satisfaction of the municipality and receipt of the Certification of Completion signed by the Contractor.

I have read and agree with the contents

Signature of the Bidder

PAYMENT, HOLDBACK AND COMPLETION

Payments will be made in full, after the completion of the contract to the satisfaction of the municipality along with receipt of the signed Certification of Completion.

PERFORMANCE EVALUATION

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the municipality's contracts for a period of two (2) years.

ENGINEER, AUTHORITY, MINISTRY AND MUNICIPALITY

The terms Corporation, Inspector, Engineer, Authority, and Ministry shall be deemed to be the municipality.

COMPLETION DATE

The Contractor shall complete work by **Friday October 11, 2024**.

If the time limit is not sufficient to permit completion by the Contractor working for a normal number of hours, the Contractor shall make changes to permit work to be completed by the above date. Additional costs incurred shall be deemed included in the price bid for the works. To this tender "Normal Hours" are defined as 7:00 a.m. to 6:00 p.m. Monday to Friday.

If the work is not complete by the above date, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the municipality a sum of \$1,500.00 per calendar day, for each day's delay in finishing the work, as liquidated damages. Delays due to weather will be taken into consideration by the municipality.

I have read and agree with the contents

Signature of the Bidder

TENDER PW2024-03

2024 Screen, Load, Deliver
4000 Tonnes Winter Sand @ \$ _____ =

2025 Screen, Load, Deliver
4000 Tonnes Winter Sand @ \$ _____

Total Tender Price _____

HST _____

Grand Total Price _____

INCLUDE ALL CHARGES WHICH MAY BE INCURRED UNTIL COMPLETION OF TENDER

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED.

Contractor to provide loaders, trucks, and stacker, as required.

I/We (the Contractors) promise to perform the work without undue delay and complete the work by **Friday October 11, 2024.**

Name of the Individual or Firm _____
(hereafter referred to as the "Contractor")

Address _____

Email Address _____

Signature of Person Signing for Firm _____

Date _____

Office Person Signing for Firm _____

Witness or Firm Seal _____

Phone Number _____ Fax Number _____

STATEMENT A

SUMMAR OF TENDERED EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR WORK

YEAR	DESCRIPTION OF CONTRACT	FOR WHOM WORK PERFORMED	VALUE CONSULTANT
------	-------------------------	-------------------------	------------------

STATEMENT B

QUALIFICATION OF TENDER'S SENIOR SUPERVISORY STAFF TO BE EMPLOYED ON THIS CONTRACT;

NAME:	APPOINTMENT	QUALIFICATIONS & EXPERIENCE
-------	-------------	-----------------------------

STATEMENT C

PROPOSED CONSTRUCTION EQUIPMENT TO BE UTILITZED ON THIS CONTRACT

EQUIPMENT AVAILABLE

EQUIPMENT TO BE RENTED

EQUIPMENT TO BE PURCHASED