



**REQUEST FOR TENDER**  
**RFT-2022-INF-002**  
**PROCUREMENT, PRODUCTION, SCREENING, HAULING, AND**  
**MIXING OF WINTER SAND**

**CLOSING DATE: Wednesday July 20, 2022 at 2:00 P.M Local Time**

**The Corporation of the Township of Black River- Matheson**  
**Department of Public Works and Operations**  
**429 Park Lane, PO Box #601**  
**Matheson, ON P0K 1N0**  
**Phone: 705-273-2313**

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## **PART 1: TENDERING INFORMATION**

### **Definitions**

**Addendum** - means a written order issued from the Township that clarifies, changes the scope or specifications of the Work/ Commodity prior to commencement and during the solicitation process.

**Agreement** - A negotiated and usually legally enforceable understanding between two or more legally competent parties. An agreement typically documents in writing the give-and-take of a negotiated settlement.

**A.O.D.A.** – Accessibility for Ontarians with Disabilities Act

**Approval Authority** – means the authority delegated by the Township to a person designated to occupy a position to approve on its behalf one or more procurement functions within the plan-to-pay cycle up to specified dollar limits subject to applicable legislation, regulations and procedures in effect at such time.

**Award** - means the notification to a Proponent of acceptance of a Proposal or Tender that brings a contract into existence.

**Bid** – means a Proposal, Quotation or Tender submitted in response to a solicitation from a providing authority. A Bid covers the response to any of the three principal methods of soliciting Bids, i.e., Request for Proposal, Request for Tender and Request for Quotation.

**Bid Document** – a Tender, Proposal, Quotation or other document that states the Township’s desire to procure and Proponent’s offer to provide to the Township the goods or services defined in the specifications or scope of work.

**Bid Price** - a price offered for a good or service by a potential Buyer or a price offered by a potential Provider to perform/ provide a specific job or commodity.

**Bid Protest** – means the dispute raised against the methods employed or decisions made by a contracting authority in the administration of a Proposal, Tender or Quotation process.

**Budget** - means an amount approved by Council for operating expenses or capital projects.

**Certificate of Insurance** - means a certified document issued by an insurance company licensed to operate by the Province of Ontario, certifying that the Bidder, Respondent or Proponent is insured in accordance with the Township’s requirements.

**Change Order** - means a written order issued from the Township that changes the scope or specifications of the Work.

**Competitive Procurement** – means a set of procedures for developing a procurement contract

through a Bidding or Proposal process. The intent is to solicit fair, impartial, competitive Bids.

**Conflict of Interest** – means a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity. An apparent conflict of interest is one in which a reasonable person would think that the professional’s judgment is likely to be compromised.

**Contract** - means an obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. It is essential to the creation of a contract that the parties intend that their agreement shall have legal consequences and be legally enforceable. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent or consensus ad idem; legality of purpose; and sufficient certainty of terms.

**Contract Documents** - means the Request for Bid document (RFP, RFQ, RFT), any addenda, the Contract as issued by the Township and the successful Proponent’s submission.

**Evaluation Criteria** - means a benchmark, standard or yardstick against which accomplishment, conformance, performance and suitability of an individual, alternative, activity, product or plan is measured to select the best supplier through a competitive process. Criteria may be qualitative or quantitative in nature.

**Goods and/or Services** - set out in the Bid document, including goods, services or equipment, where applicable, and defined in the specifications or scope of work.

**L.S.** – means Lump Sum

**Global Harmonized System (formerly Material Safety Data Sheets (MSDS)** - means Material Safety Data Sheets that must be submitted by the Successful Bidder/Proponent/ Vendor for all hazardous materials, including an index of chemical compounds, with details of properties, handling details, precautions and first-aid procedures.

**O. H. & S.** – means Occupational Health & Safety Act. 2019

**Proponent/ Vendor/ Contractor** - means a person or Company that submits a Bid.

**Rate** - the monetary remuneration requested as compensation for all equipment, labor, apparatus, operating costs including permits, and insurance, operation required for the successful completion of requirements specified.

**Request for Proposal (RFP)** - means a document used to request suppliers to supply solutions for the delivery of complex products or services or to provide alternative options or solutions. It is a process that uses predefined evaluation criteria in which price is not the only factor.

**Request for Tender (RFT)** – means a written submission and offer, received from a Bidder in response to a public invitation to provide goods and/or services based on an approved Tender format of the Township, and containing terms and conditions.

**Request for Quotation (RFQ)** - means a written submission and offer, received from a Bidder

in response to a public invitation to provide goods and/or services based on an approved Quotation format of the Township, and containing terms and conditions.

**Specifications** – detailed and exact non-restrictive written descriptions, instructions and drawings defining the Goods or Services requested in the Bid Document.

**Submission** - means information submitted by a Proponent in response to this Request.

**Successful Proponent/Bidder/Vendor/Contractor** - means the person, partnership or corporation, (e.g., a Contractor/Consultant/Vendor) and any employee, agent, representative or officer, or sub-contractor/supplier/sub-consultant thereof, that has been successful in the award of a Request for Bids/ Proposal and thereby agrees to supply the goods and/or services under the terms of the Request and is undertaking the Work as identified in the Agreement.

**Township**– The Corporation of the Township of Black River- Matheson

**WHMIS** - means Workplace Hazardous Materials Information System.

**Work/Project** - means the goods and/or services supplied by the Successful Proponent pursuant to the Contract, and includes all labour, materials, equipment, and any other items, which are required to execute the Contract.

**W.S.I.B.** – means Workplace Safety and Insurance Board

### **General description**

The Township of Black River- Matheson is procuring a qualified and competent contractor to provide 3,700.00 Tonnes of approved winter sand (requires to meet Ontario Provincial Standard Specification 1004). The approved material shall be hauled to the Public Works yard located at 1115 Vimy Ridge Road.

The contractor will mix the approved winter sand with road salt (procured by the Township) at 3% (by mechanically calibrated means). The salted winter sand shall then be placed by means of hopper and articulating conveyor in a conical pile within the winter storage dome at the public works yard. The contractor is to provide all required personnel and equipment to ensure proper screening, loading, hauling, dumping, stockpiling, mixing, and final conical stockpile in a manner that meets the required specifications.

Notes:

- Loader Operator: During stockpiling operations, the contractor shall take into account the ground conditions at the stockpile area. When mixing the sand and salt, the contractor's loader operator shall take every precaution to skim the surface of the base in order not to contaminate with the winter sand.
- The contractor is responsible for providing the scaling and scale tickets to ensure quantity.



## **Clarification**

It is the Bidder's responsibility to clarify any details in question before submitting a Tender. All official correspondence in regards to the specifications should be directed to and will be issued by the Director of Public Works and Operations for The Corporation of the Township of Black River- Matheson. The Township will assume no responsibility for oral instruction or suggestion. Errors, omissions or ambiguities discovered in the contents of this Tender should be submitted, in detail to:

### **Christopher D Ciarrocca C.E.T. CMM III**

#### **Director- Public Works and Operations**

Corporation of the Township of Black River- Matheson

Email: cciarrocca@twpbrm.ca

Phone: 705-273-2313 Ext: 318

## **Notification to bidders**

Any notice that the Township may be required or desired to give to the Bidder shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail, courier or email and addressed to the Bidder at the address shown for the Bidder on his/her submission, and shall irrefutably be presumed to have been received by the Bidder on the third day following such delivery of notice.

## **Change/amendment**

At any time prior to the closing date and time, The Township reserves the right to alter, delete, amend or add to, in whole or in part, any of the terms, conditions, procedures, requirements and provisions of this Tender, in which case, a formal Addendum specifying the same in detail will be issued.

## **Error & correction**

The Township will make all necessary corrections to any Tender which is in error through addition or extension; the corrected value prevailing. Any erasures, alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Tender by the Township.

## **Examination of sites**

### **Public Works Yard**

- 1- The Tenderer shall visit the site of the work before submitting his Tender and shall by personal examination satisfy him/herself as to the local conditions that may be encountered during construction of the work. He/she shall make their own estimate of the facilities and difficulties that may be encountered.
- 2- The Tenderer shall not claim at any time after submission of the Tender

that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions, except as hereinafter expressed provided the municipality makes no representation or warranties as to local conditions.

**Tender preparation costs**

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

**Original tender documents**

It is to be understood that all terms and conditions, specifications, drawings, plans, all Tender clauses, and the complete Tender containing all documents as originally issued by the Public Works Division of the Township shall constitute the Tender request. Any Tenders received that have clauses or any wording or figures, statistics, numbers, quantities or any other items that have been changed or altered in any way shall be rejected and not accepted by the Township.

**Tender pickup/download**

Each Proponent physically picking up the Tender documents or download thereof, are to email the undersigned to ensure an accurate Tender list. Failing to do so may result in missing information, and the Township shall not be held responsible.

**Christopher D Ciarrocca C.E.T. CMM III**

Director- Public Works and Operations  
Corporation of the Township of Black River- Matheson  
Email: cciarrocca@twpbrm.ca  
Phone: 705-273-2313 Ext: 318

**Firm prices**

Tenders submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than sixty (60) days.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs which should be known but net of taxes. Taxes on the total costs should be shown separately.

All prices shall be F.O.B. delivered and applied to various job locations as specified in this document and upon commencement.

**Any or all tenders exceed approved budget**

In the event that any or all Tenders exceed the approved budget, and staff are not prepared to seek additional funding, the Approval Authority may, opt for one of the following:

- a) Approach the lowest Bidder to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
- b) Approach the top three Bidders to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or
- c) Advise all Bidders that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

### **Tender**

- 1- Submit the Tendering Information, Form of Tender (signed), and Contract (unsigned) in a sealed Tender Envelope.
- 2- Tenders, sealed in an envelope, which shall be clearly marked with the contract title, the Contract number, Bidding organization's name, address, and contact details, will be received by the Clerk or designated representative, at the time and place designated for receipt of tenders. Before being placed in the tender box, the tender envelope will be marked by the Clerk or the authorized representative with the time and date that the envelope was received in the office. The use of any means of delivery of a tender shall be at the risk of the Tenderer and delivery before the above-mentioned closing time to any employee of the Owner, concerned with the reception or distribution of mail, will not be regarded as delivery to the Contract Officer unless the envelope comes into the possession of the Clerk or the said representative before the designated closing time.
- 3- The Form of Tender must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders.
- 4- Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Tender form or by a covering letter, or by alterations to the Tender form, as supplied by the Township unless otherwise provided herein.
- 5- The tender envelopes will be opened and the tenders read and recorded publicly at the time and place designated in the Tender Documents.
- 6- Tenders received after the specified time and date for tender closings will not be considered.
- 7- Sealed Tenders, marked with the name of the project, will be received by –

### **Christopher D Ciarrocca C.E.T, CMM III; Director-Public Works and Operations**

Corporation of the Township of Black River- Matheson  
367 Fourth Avenue, Box 601(New Administration Office)  
Matheson, ON P0K 1N0

**up to 2:00 P.M., local time – Wednesday July 20, 2022**

**Tender deposit**

- 1- The tender shall be accompanied either by a tender deposit or by a bid bond.
- 2- Tender deposit shall be a certified cheque payable to the Owner in the amount as follows:

<u>TOTAL TENDER AMOUNT</u>			<u>DEPOSIT REQUIRED</u>
\$10,000.00	or	less	\$500.00
10,000.01	to	20,000.00	1,500.00
20,000.01	to	50,000.00	3,500.00
50,000.01	to	100,000.00	7,500.00
100,000.01	to	250,000.00	15,000.00
250,000.01	to	500,000.00	20,000.00
500,000.01	to	1,000,000.00	40,000.00
1,000,000.01	to	2,000,000.00	75,000.00
2,000,000.01	And	over	150,000.00

- 3- Bid Bond shall be in an amount equal to the above table and shall be on C.C.A. Document (S) 20.
- 4- The Tenderer shall keep their tender open for acceptance for sixty days after the closing date. Withdrawal during this period will result in forfeiture of the deposit or enforcement of the Bid Bond.
- 5- Upon being notified that their tender has been accepted, the Contractor shall execute copies of the agreement and insurance documents as specified, and start work as specified.
- 6- Failure to execute the copies of the agreement, or to supply required documents, all within two weeks of the date of acceptance of the tender, or to start work as specified, will automatically mean the forfeiture or enforcement of the Bid Bond.

**Acceptance or rejection of tenders**

The submission of Bids does not obligate the Township to accept any Bid or to proceed further with the acquisition. The Township may, in its sole discretion, elect not to proceed with the acquisition in whole or in part and may elect not to accept any or all Bids for any reason or to cancel the acquisition without any obligation whatsoever to Bidders. Should the Township not receive any Bids satisfactory to it for any reason, it may, in its sole and absolute discretion, revise the Bid documents or negotiate a Contract for the whole or any part of the acquisition with any of the Bidders or the lowest compliant.

Bids which are informal, incomplete, contain qualifying conditions or otherwise fail to comply with the requirements of the Bid documents or are otherwise irregular in anyway, may at the sole and absolute discretion of the Township, be declared invalid and rejected.

The Township retains the right to accept or waive irregularities if, in the Township's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the Township may, as a condition of Bid acceptance, request a Bidder to correct a minor or technical irregularity with no change to the Bid price.

The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Bid, shall be at the Township's sole and absolute discretion.

Bidders expressly waive any and all rights to make any claim against the Township for any matter arising from the Township exercising its rights as stated in these General Terms and Conditions.

The Township reserves the right to review and discuss with any Bidder, the Tender submitted by that Bidder. The Township reserves the right to negotiate with the Bidder, any reasonable changes or additions to the Agreement that the Bidder may propose. Negotiated changes or additions to the Agreement proposed by the Bidder will be included in the Agreement in the form of an Addendum, and will take precedence over the Tender document and the Agreement proposed by the Bidder.

If such changes or additions cannot be negotiated, the Township in its sole discretion may approach another Bidder for the supply of equipment, commodities, or services.

### **Release of tender deposit**

- 1- The tender deposits other than a Bid Bond of all Tenderers except the low and second low Tenderers will be returned within 10 business days of the tender opening.
- 2- The tender deposit other than a Bid Bond of the second low Tenderer will be returned when the successful Tenderer has returned the executed Agreement and other applicable documents to the Owner.
- 3- Where either of the low or second low Tenderers has not been notified within 60 days after tender opening, that their tenders have been accepted application may be made to the Owner for the return of the deposit.
- 4- The Successful Tenderer will have their deposit cheque returned after they have returned the executed Agreement and other applicable documents.
- 5- The tender deposit cheque or security shall be forfeited if the successful Tenderer fails to return to the Owner, within ten days of receipt of the acceptance of tender, the executed Agreement and other required documents.

- 6- The Owner may at its discretion return a tender deposit at an earlier time than provided herein; or return a tender deposit on receipt of an alternative security acceptable to the Owner, and no such action shall prejudice the validity of the tender to which such tender deposit relates.
- 7- Bid Bonds will be returned only upon application being made by the Contractor.

### **Insurance Requirements**

- Certificate of Insurance – adding the “Corporation of the Township of Black River-Matheson” as additional insured
- Commercial General Liability – Minimum \$ 2 million
- Waiver of subrogation
- Automobile Liability
- Commercial umbrella liability

### **Ministry of Labour Requirements**

The successful proponent will require to provide a Notice of Project through the Ministry of Labour.

### **Bonding Requirements**

Bonding is not required under this contract.

### **Award**

Tenders that comply with the terms, conditions and specifications as outlined in this request will be evaluated on the basis of:

- Total contract price (within allocated budget)
- Suitability of experience (to carry out the required work)
- Previous performance evaluations

The Township reserves the right to reject any or all Tenders for reasonable cause and to accept any Tender if considered in the best interest of the Township. The lowest or any Tender not necessarily accepted.

The Township reserves the right to review and discuss with any Bidder, the Tender submitted by that Bidder. The Township reserves the right to negotiate with the Bidder, any reasonable changes or additions to the Agreement that the Bidder may propose.

Negotiated changes or additions to the Agreement proposed by the Bidder will be included in the Agreement in the form of an Addendum, and will take precedence over the Tender document and the Agreement proposed by the Bidder. If such changes or additions cannot be negotiated, the Township in its sole discretion may approach another Bidder for the supply of equipment.

Any award on this Tender is conditional upon the Successful Bidder entering into an agreement to perform the goods and/or services as required by this Tender, within such time period as is satisfactory to the Township. Failing this, the Township reserves the right to cancel the award and then re- award this Tender in whole or in part to any other Bidder, without any liability to the Successful Bidder, or to cancel this Tender in its entirety.

The Successful Bidder shall execute any documentation, drafted in accordance with the terms of the Successful Bidder's Tender and any subsequent negotiations, within ten (10) days of the date of notification of the Successful Bidders selection.

Respondents not initially selected as the Successful Bidder hereby commit themselves, subject to notification by the Township to execute documentation as aforesaid up to sixty (60) days following the date of opening of their Tenders.

This request for Tender is without any guarantee respecting the volume of business to be obtained from the Township.

### **Legal claims and damages**

The Township of Black River- Matheson reserves the right not to accept a response from any person or corporation which includes any non-arms length corporation and all related corporations thereto who, or which, has a claim or instituted a legal proceeding against the Township or against whom the Township has a claim or instituted a legal proceeding with respect to any previous contracts, Bid submissions or business transactions who is listed as either the Proponent or Subcontractor or any vendor within the submitted responses.

Also, a Bidder, by submitting a Bid, agrees that it will not claim damages, by any means, in respect to any matter relating to the Tender, the Bidding and evaluation process or any subsequent procurement process, if any, resulting from this Bid.

### **Liquidated Damages**

- Should the Contractor fail to complete the work in accordance with the Contract and to the satisfaction of the Contract Administrator, within the time specified, the Contractor shall pay to the Owner the sum of **\$300.00 for each working day** that the work shall remain unfinished after the specified time.
- Such payments are agreed upon and fixed as Liquidated Damages that the Owner will suffer by reason of delay and default, and not as a penalty. The Owner may deduct and retain the amounts of such Liquidated Damages out of the monies which may be due or become due to the Contractor under the Contract.
- 10% holdback on each progress payment will be retained by the Township. Release of holdback will be in accordance with Ontario Provincial Standards for Roads and Public Works MUNI 100.
- Notwithstanding the General Conditions of the Contract, the Owner may retain any portion of payments due to the Contractor that is deemed necessary for its protection against claims for liabilities or for protection against claims that the Owner may have against the Contractor.

### **Removal from bidders list**

The Township reserves the right to remove from its list of Bidders, for a period of 2 years, the name of any Bidder who fails to execute or accept a contract or purchase order or for unsatisfactory performance on any previous or current contract held with the Township.

### **Time is of the essence**

The Township shall have the right to cancel at any time any contract or any part of any contract resulting from this Tender in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto.

### **Agreement in writing only**

No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this Tender, will be considered binding, and every notice, advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

### **Standards and legislation**

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Tender meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

### **Municipal conflict of interest act**

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

### **Lobbying restrictions**

Suppliers, Contractors, their staff members, or anyone involved in preparing Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the Township's staff and members of Council. The Township may reject any Bid by a Supplier or Contractor that engages in such lobbying, without further consideration, and may terminate that Supplier/ Contractors right to continue in the purchasing process. During a Bid Solicitation process, all communications shall be made through the named party within the competition document. No Supplier/ Contractor or person acting on behalf of a Supplier/Contractors or group thereof, shall contact any elected official, consultant or any employee of the Township to attempt to seek information or to influence the Award. Elected officials shall refer any inquiries about a Bid Solicitation process to the named party within the competition document.

### **Accessibility for Ontarians with disabilities act. (aoda) compliance**



The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Township must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. The Bidder shall submit the accessibility form within the Contract documents as proof of compliance (see attached).

### **Health & safety requirements (o.h. & s.)**

The Contractor's attention is drawn to the provisions of the Occupational Health & Safety Act 2019. The Contractor shall be considered the "Constructor" under the terms and conditions of this Act.

### **Workplace safety and insurance board (wsib)**

Note: Effective January 01, 2013 The Province of Ontario introduced and passed legislative Bill 119 as an amendment to the Workplace Safety and Insurance Act, 1997 - S.O. 1997, CHAPTER 16, Schedule A The new rules state the Contractor must register with WSIB and obtain a clearance certificate prior to any work. If they do not have a clearance certificate, the principal may refuse entry to the job site until they have one. It will be an offence for a contractor to perform construction work for a principal without a valid clearance in place. A copy of the required clearance certificate must be attached to the Contractors submission. Failure to do so may result in non-award of the contract. The Township retains the right to hire any additional equipment and Operators as is deemed necessary at its sole discretion for such cause. The Contractor shall have no right of appeal whatsoever due to non-compliance. Clarification and more information can be obtained at Workplace Safety and Insurance Board at 1-800-387-0750 or 416-344-1000 or [www.BeRegisteredBeReady.ca](http://www.BeRegisteredBeReady.ca)

The onus is on the Contractor to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

The Contractor must remain in good standing with the Worker's Compensation Board throughout the duration of the Contract. The Contractor clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the Township under the Workers Compensation Act, and the Contractor shall be responsible for and pay all dues and assessments payable under the Worker's Compensation Act., the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall furnish the Township with satisfactory evidence that he/she has complied

with the provisions of such Act. If the Contractor shall fail to do so, the Township shall have the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default and the Township shall have the right to make such payment.

**Municipal freedom of information and protection of privacy act**

This information is being collected pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and will only be used to make a decision concerning the acceptance of this Tender. The name of the Successful Bidder and total price will be made public. All other information contained in this document will be confidentially viewed by Council if necessary and appropriate staff. the Successful Tender will be made public and will form part of the accepting by-law and/or Tender.

**Failure to comply with all tender terms**

Failure to comply with all terms, specifications, requirements, conditions and general provisions of this Tender, to the satisfaction of the Township, shall be just cause for the cancellation of the contract award. The Township shall then have the right to award this contract to any other Bidder or to re-issue the Tender. The Township shall assess against the defaulting Bidder any damages whatsoever as a result of failure to comply.

**Goods, materials, and equipment suitable for use**

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

**Payment terms**

The normal payment terms offered by the Township is net 30 days. Payment terms shall only be modified at the sole discretion of the Township to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the Township. The Bidder agrees that the Township shall be entitled to the discount stated herein if payment of invoices for the goods specified or called for in or under this Tender, is made within the period specified herein after receipt and acceptance of such goods or services by the Township.

Payments shall be made to the Contractor on a progress monthly basis including HST.

10% holdback on each progress payment will be retained by the Township. Release of holdback will be in accordance with Ontario Provincial Standards for Roads and Public Works MUNI 100. Invoices are payable in Canadian Funds at the Township of Black River-Matheson, Matheson, Ontario, Canada, and includes Harmonized Sales Tax or any other applicable taxes.

**Harmonized sales tax**

Pricing shall exclude Harmonized Sales Tax or any other applicable taxes but will be considered extra.

## **Influence**

No person, company, corporation or organization shall attempt in any way, either in private or in public, to influence the outcome of any Township purchasing or disposal process. The Bid, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any Township purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension. The Bidder shall submit the "Conflict of Interest" form (see attached)

## **Protection of the township**

The Successful Bidder shall at all times well and truly save, defend, keep harmless and fully indemnify the Township and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Township, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied pursuant to this Tender.

## **Adherence to requirements**

The Bidder is requested to adhere strictly to all requirements and complete all sections of this Tender Request including all appendices and Addendums. Failure to do so may be sufficient cause for rejection of the Bidder's submission.

## **Unenforceable provisions**

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

## **Subcontractors**

The Contractor hereby understands and agrees that any or all Subcontractors hired to perform within the scope of this Tender are subject to all terms and conditions stated within, and the Principle Contractor shall be held accountable. The Contractor shall submit a list of their proposed Subcontractors (see attached) of all of the Subcontractors which the Bidder proposes to use to perform work under the Agreement and the division or section of Contract Work to be completed by each Subcontractor. The Contractor shall ensure that all Subcontractors selected and named have experience in the subcontracted work described within the Tender documents, and that they will execute their work with competence and within the required time frame.

The Contractor shall ensure that all Subcontractors shall be actively engaged in work of the type described and shall be able to show proof upon request by the Township, of previous work of similar nature performed by them.

The Contractor shall not show "Own Forces" in their list of proposed Subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.

The Contractor shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any

Subcontractor category in their list of proposed Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

No names, either of Subcontractors or “Own Forces” may be changed after submission of the list of proposed Subcontractors unless prior written approval is received from the Township. Such approval will only be considered after receipt by the Owner of a written request for the change by the Bidder with a full explanation of the reasons for the requested change and a letter from the previously named Subcontractor agreeing to withdraw its bid with no consequences to the Township.

The Township reserves the right to reject a proposed Subcontractor for reasonable cause. Upon such rejection, the Bidder will be required to propose an alternate Subcontractor and to identify any resulting change to the Bid Price. This change can affect the status of the low Bid, and may result in a different Bid becoming low.

Within the “Contract documents” (attached), should the Bidder indicate “N/A” (not applicable), “None”, “Own Forces” or imply by either non completion or omission of this form, that no Sub Contractor will be used in the execution of this agreement, It is then understood that the Township will make no allowance for, nor shall any Sub-Contractors be allowed to perform any part of this agreement.

### **Force majeure**

It is understood and agreed that the contractor shall not be held liable for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Provider and which by the exercise of reasonable diligence, the Provider is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Provider agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case such delay shall not exceed the length of time of the interruption/disruption.

### **Conflict resolution**

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other’s performance; that each will avoid hindering the other’s performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.

- All Parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Contractor or representative and the Member or representative by means of discussions built around mutual understanding and respect.
- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration.
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Township or the Vendor.
- The Award of the arbitrator shall be final and binding upon the parties.
  - The provisions of the *Arbitration Act, 1991 S.O. 1991, Chapter 17* shall apply.

## PART 2: FORM OF TENDER

### **Tender Price**

OFFER BY:

ADDRESS:

DATE:

TO - Corporation of the Township of Black River- Matheson  
367 Fourth Avenue Box 601  
Matheson, ON P0K 1N0

We, the undersigned, having examined the site of work, having carefully investigated the conditions pertaining to the work and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents, hereby agree to enter into a Contract and to perform all the work in a good and workmanlike manner in accordance with the Contract Documents to the satisfaction of the Township for the total tender price of:

Dollars (\$ \_\_\_\_\_)

### **Contingencies and Allowances**

We agree that the tender price includes the contingency sum of \$ 5,000.00. and that no part of this sum shall be expended without the written direction of the Township, and any part not so expended shall be deducted from the tender price.

### **Quantities**

The tender price is compiled from the Schedule of Tender Prices included hereinafter. The quantities in the Schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the work at the prices in the Schedule.

### **Special Provisions**

- The Township will procure the road salt, and it shall be stored on-site prior to the commencement of this contract.
- Once operations commence; the contractor must continue operations until contract obligations are complete, there shall be no halt in operations (Monday to Friday).
- The contractor is responsible for providing the weigh scale and method, weigh person, scale tickets, and quantity tracking. The contractor will keep the Owner informed on daily

and weekly quantities.

- All applicable Provincial Standards (OPSS) will be adhered to by the Contractor throughout the duration of the Contract.
- The contractor shall abide by all Federal, Provincial, and Municipal laws, legislations, and regulations that pertain to this work.
- The Corporation of the Township of Black River- Matheson reserves the right to vary the material quantities by 25% (+ or -).
- The winter sand will be tested for gradation during screening operation and/or during delivery. The unit price will be reduced by 1% for every 1% off gradation material. Material 20% or more off gradation requirements will be completely rejected.

### **Additions and Deductions**

We agree that the valuation of additions to, and deductions from, the Contract shall be made as follows:

- The prices in the Schedule of Tender Prices shall apply where appropriate.
- If the prices in the Schedule of Tender Prices are not appropriate, the prices in the Table of Prices shall apply where appropriate.
- If the prices in Subsections listed above are not appropriate; valuation will be made on a time and material basis.

### **Addenda**

We agree that we have received Addenda \_\_\_\_\_ to \_\_\_\_\_ inclusive, and the tender price includes the provisions set out in such addenda.

### **Schedule**

Tender advertising period: July 05, 2021 – July 20, 2022

Tender Closing: July 20, 2022 @ 2:00 pm Local Time

Tender Opening: July 20, 2020 @ 3:10 pm Local Time

Contract Award: August 11, 2022

Required Documentation Submission (WSIB, Insurance, notice of project, etc): August 18, 2022

Project Commencement: August 29, 2022

### **Completion**

We agree to commence work as specified, to proceed continuously to the completion and to complete all work within four (4) weeks from the date of issue of the written order to start work.

### **Sub-Contractors**

Submit with the Tender the names and addresses of sub-contractors on the 'List of Proposed Sub-

Contractors.

**Proof of Ability**

The Tenderer shall be competent and capable of performing the various items of work. The Tenderer shall complete the following statement sheets, which shall form a part of the Contract Documents

- List of Tenderer's Senior Staff to be employed in the Contract
- Tenderer's Equipment
- The Tenderer may be required to furnish additional statements covering other matters, including financial resources.

**Tender Documents**

The Tenderer declares that the Tender Documents listed herewith have been carefully examined and understands and accepts the conditions set out therein.

**Tender Deposit**

Included with this Tender is a certified cheque or Bid Bond made payable to the Owner and in the amount set out in the Tendering information. This deposit is subject to the conditions set out in the information for Tenderers.

**Unit Price**

The Tenderer by this Tender offers to furnish all labour, equipment and material for the performance of the work for the unit prices set forth in this Tender, all in accordance with the Tender Documents.

**Schedule of Tender Prices**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	1004	Winter Sand	Tonnes	3,700.00	\$	\$
2		Mixing of Winter Sand with 3% Road Salt (at Public Works Yard)	Tonnes	3,700.00	\$	\$
SUB TOTAL						\$
CONTINGENCY						\$ 5,000.00
H.S.T. @ 13%						\$
TOTAL TENDER PRICE						\$

**Ontario Provincial Standard Specification**

Listed below are the OPSS that form part of the Tender and Contract documents;



further standards stated within the list below also form part.

- OPSS.MUNI 2502 – Material specification for sodium chloride
- OPSS.MUNI 100- General conditions of contract
- OPSS. PROV 1004- Material specification for aggregates- miscellaneous

**List of Proposed Subcontractors**

Sub-Trade	Name of Proposed Sub-Contractor	Address of Proposed Sub-Contractor

**Tenderer’s Experience in Similar Work**

Year Completed	Description of Work	For Whom Work Was Performed	Value

**List of Tenderer's Senior Staff to be Employed in the Contract**

Name	Position	Qualifications/Expertise

**Tenderer's Equipment- List proposed equipment list to be use to complete the works**

**Equipment under Tenderer's control:**

**Equipment to be Purchased:**

**Equipment to be Rented:**

**Evaluation Criteria**

The Township shall evaluate the Tender on the following:

No	Criteria	Points
1	The firm's knowledge, familiarity and/or previous work within a similar project in municipal work.	20
2	Qualifications and relevant experience of the team personnel, and the time assigned to the work	30
3	The firm's work schedule and organizational chart	10
4	References of clients, complete with contact names and numbers	10
5	Pricing	30

Total 100

**Accessibility for Ontarians With Disabilities Act, 2005 Compliance Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the Accessibility for Ontarians with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Corporate Name: \_\_\_\_\_

Corporate Signing Authority Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_

I, \_\_\_\_\_, declare that I and my company, are in full compliance with section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act 2005.

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance with section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, the Town has provided a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service.

[www.gov.on.ca/mcss/serve-ability/splash.html](http://www.gov.on.ca/mcss/serve-ability/splash.html)

Date: \_\_\_\_\_

**Non-Collusion Affidavit**

I/ We \_\_\_\_\_ the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid.

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Township of Black River- Matheson or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any Township purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Corporate Name: \_\_\_\_\_

Authorized Corporate Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**Conflict of Interest Declaration**

Please check appropriate response:

I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company’s quotation submission or the contractual obligations under the Agreement.

List Situations:

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In making this Tender submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the Township (other than confidential information which may have been disclosed by the Township in the normal course of the Tender process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Corporate Name: \_\_\_\_\_

Bidder’s Authorization Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature \_\_\_\_\_

**OFFERED ON BEHALF OF THE CONTRACTOR**

.....  
Corporate Name

.....  
Address

(1).....  
Signing Officer: Print Name and Title

(1).....  
Signing Officer: Signature

(2).....  
Signing Officer: print Name and Title (if applicable)

(2).....  
Signing Officer: Signature (if applicable)

**CONTRACTOR'S SEAL**

.....  
Witness

.....  
Witness Signature

**END OF SECTION**

**NOTE: THE AGREEMENT IS NOT TO BE SIGNED WHEN SUBMITTING THE TENDER PACKAGE; THIS IS FOR INFORMATION ONLY AND SHALL ONLY BE SIGNED AND EXECUTED BY THE SUCCESSFUL PROPONENT.**

**AGREEMENT**  
**CORPORATION OF THE TOWNSHIP OF BLACK RIVER- MATHESON**

**PROJECT NO. RFT-2022-INF-002- PROCUREMENT, PRODUCTION, SCREENING,  
HAULING, AND MIXING OF WINTER SAND**

This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ **2022**, between  
“ \_\_\_\_\_ ” hereinafter called "The Contractor",  
**and**  
**The Corporation of the Township of Black River-Matheson** hereinafter called "The Owner".

**WITNESSETH**, that the Contractor agrees with the Owner to perform all the work in accordance with the Form of Tender and Contract Documents referred to in the Tender submission of the Contractor dated the \_\_\_\_\_ day of \_\_\_\_\_ **2022** (which shall be deemed to form part of this Agreement) to the satisfaction of the Township for the total Tender price of \$ \_\_\_\_\_ + **HST** which Contract Documents are attached hereto and which are hereby expressly made part of this Agreement.

The Owner hereby agrees with the Contractor, that in consideration of the work being performed by the Contractor as specified, the Owner shall pay the Contractor for said work in accordance with the prices set out in the Tender submission attached hereto, and in accordance with the provisions set out in the Contract Documents.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

**SIGNED, SEALED AND DELIVERED** in the presence of:

**EXECUTION BY OWNER**

**EXECUTION BY CONTRACTOR**

<b><u>Corporation of the Township Of Black River- Matheson</u></b>	_____.
<b>Office (print):</b> _____.	<b>Officer (print):</b> _____.
<b>Signature:</b> _____.	<b>Signature:</b> _____.
<b>Date:</b> _____.	<b>Date:</b> _____.

<b>Witness (print):</b> _____.	<b>Witness (print):</b> _____.
<b>Signature:</b> _____.	<b>Signature:</b> _____.
<b>Date:</b> _____.	<b>Date:</b> _____.
<b><u>Corporate Seal</u></b>	<b><u>Corporate Seal</u></b>