



**REQUEST FOR TENDER
PW2023-03**

The Town of Minto is requesting a tender for the following work:

SUPPLY, LOAD HAUL AND SPREAD GRANULAR 'A' (MAINTENANCE GRAVEL)

Proposals must be received by 10:10 a.m.; Thursday March 9, 2023
In a sealed package marked

PW2023-03 SUPPLY, LOAD HAUL AND SPREAD GRANULAR 'A' (MAINTENANCE GRAVEL)

Delivered to:
Mike McIsaac, Public Works Department
5941 Highway 89
Harriston ON N0G 1Z0

There will be public opening for this Request for tender. Any award of the tender is subject to approval of the Town of Minto Council.

If tenders arrive after the above deadline, the Town reserves the right, entirely at its discretion, to give or not give such tender consideration.

Should a contract result from this tender the name(s) of the successful Proponent(s) will be available to anyone upon request. The staff report to Council, if applicable, may bear the name of the bidders for the project and their respective bid amount. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

This document consists of a Title Page (page 1), Form of tender (page 2), Bid Document (page 6), and Bid Submission (Page 11). Bidders must review all four sections and confirm by initialing all pages that they have read and understand the contents. Please make sure all relevant forms and documents are signed and completed to ensure your bid is complete.

Form of Tender

a) Definitions

The following definitions shall apply throughout the tender:

“Agreement” refers to the agreement between the Town of Minto and a bidder.

“Award” refers to the selection by the Town of Minto a successful tender for the provision of the goods, services and/or supplies under this process.

“Bidder” refers to any person or corporation participating in this tender.

“Town” refers to Corporation of the Town of Minto.

b) Qualification

The bidder has carefully examined the provisions, plans, specifications and conditions attached to this tender and has carefully examined the site and/or locations of the goods, services and supplies to be provided, where applicable, and the bidder understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this tender, hereby offers to furnish all expertise, equipment, machinery, tools, apparatus, personnel, and other means of construction or production, needed to furnish all the goods, services and/or supplies, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender.

c) Instruction

All pages of this document shall be returned with the tender submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided, scanned and emailed.

d) Warranty

I/We the Bidder (s) hereby certify that I/we will provide the goods, services and/or supplies as outlined in this tender, and to diligently perform in accordance with the terms of this bid, upon award by the Town, without undue delay.

(Name of Firm or Individual – Bidder): _____

Address: _____

Phone: _____ Fax: _____ Email: _____

I have authority to bind the company.

(Name of Signatory)

(Signature)

e) Process for Receipt and Opening of Tender

- i. The Form of tender and other documents that make up the bid shall be scanned and emailed, along with any bid deposit or security outlined in the tender and delivered to the designated person outlined within the document electronically date/timed stamped and a list compiled of bids received for the provision of goods, services and/or supplies.
- ii. On the Closing Date bids received will be opened and the names of the bidders will be recorded by the Opening Committee electronically. In some cases the gross bid amount may be read, except however such amount shall not be the final bid amount until such time as the bids have been reviewed and checked for accuracy and confirmed by the Town, at its sole discretion, as accurate.
- iii. The Opening Committee will consist of the C.A.O. Clerk or Department Head responsible for the area of work requiring the goods, services and/or supplies, and staff from the Treasury Department and Clerk's Department, or designate. Unless specified otherwise, opening of the tender shall be public so that bidders recorded at the Town office may observe the opening. Following public opening, bids will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- iv. Unless specified otherwise the Town will not accept a response to this tender by facsimile or other electronic means.
- v. All bids must be clear and readable. Erasures, overwriting or strike-outs shall be initialed by the person signing the bid.
- vi. Late bids will be returned unopened.

f) Privilege Clause

The Town reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted. Without limiting the generality of the statement immediately above, the Town shall not be required to award or accept a bid, or may recall the tender at a later date:

- i. When only one bid has been received;
- ii. Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods, services and/or supplies;
- iii. When all bids received fail to comply with the specifications of the tender terms and conditions;
- iv. Where a change in the scope of work or specifications is required.

Further the Town reserves the right to accept any portion of a bid. Award of the successful bid shall be subject to approval by the Council of the Town of Minto.

g) Communications

Any communications regarding this tender must be addressed to the Primary Town Contact listed on the Title Page of this document.

h) Withdrawal or Revision of Bids

A bidders may withdraw or revise all or part of a bid at any time up to the Closing Date and Closing Time by submitting a letter requesting removal of the previously submitted bid to the C.A.O. Clerk or Department Head responsible for the tender who will exchange the original sealed bid with the replacement sealed bid which will be marked and identified in accordance with part e) above. Requests made by telephone or fax will be considered. The previously submitted bid will be returned unopened to the bidder.

i) Alterations or Variations

No alterations or variations of the tender shall be valid or binding upon the Town of Minto unless authorized in writing or other means specified in the bid documents.

j) Accuracy of Bid Document and Related Material

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this document, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the bid documents other than those prepared in writing. In no event shall bidders rely on any oral statement by the Town or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

k) Oral Explanation or Interpretation

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the bid document.

l) Due Diligence

Bidders are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their submission. It is the bidder`s responsibility to clarify with the Town any questions with respect to the bid documents in accordance with the procedure set out in herein before submitting a bid.

m) Addendum

By the issuance of a cancellation or addendum, the Town may cancel the tender, revise, delete, add to or substitute any part of the bid document, extend the Closing Date; or provide an explanation or interpretation.

n) Tender Costs

The Town is not responsible for any costs incurred by a bidder to prepare and submit a bid.

o) Claims or Litigation

The Town shall reject all bids submitted by a bidder if that bidder (or a related person, as determined by Council) is engaged in a legal action (including arbitration) with the Town unless this provision is waived by Council, in its sole and absolute discretion

p) Freedom of Information

The information collected will be used solely for the purpose stated herein. Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

q) Non-Lobby

If any employee, agent or other representative of any bidder makes any representation or solicitation to any elected representative of the Town, committee or staff member or any other officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under any communications above, whether before or after the submission of the bid, the Town will be entitled to reject the bid. The requirement does not extend to any public deputation that may be made to Council or any Town committee.

r) Town of Minto Purchasing or Procurement By-Law

This Tender is subject to the Town of Minto's Procurement By-Law in affect at the time of the call goods, services and/or supplies.

Bid Document

1. BACKGROUND

The Town of Minto maintains over 52 km of gravel roads and over 230 km of hard top roads using funds from its annual operating and capital budgets. The annual operating budget changes each year, but generally contains over \$180,000 for various asphalt and gravel projects. The operating budget also varies with the 2023 budget identifying over \$400,000 in potential gravel road maintenance work. By tendering maintenance gravel application in rural areas, the Town intends to maximize the extent of roadway work completed through the competitive bid process.

The Town at its sole discretion may re-allocate funds within its approved budget depending on need and the competitiveness of pricing obtained in its tendered work. If a maintenance gravel application tender contains particularly attractive pricing and the Town can obtain “best value” by applying the prices to additional work, funds may be shifted from other budget areas to complete more work. If maintenance gravel pricing is poor the Town may defer projects to other years and re-allocate funds for asphalt or gravel work to other areas if such a deferral results in “best value” to ratepayers.

2. SUBMISSIONS

Tenders submitted by email clearly marked as to contents, will be received until 10:10 a.m., local time on: March 9, 2023

3. SCOPE OF WORK

The intent of this Tender is to retain a competent contractor to meet all necessary requirements and to perform any application of materials, equipment or other essentials needed to fulfill the Town of Minto’s request to provide maintenance gravel. Schedule “A” provides project specific requirements related to this tender. Town of Minto reserves the right to add, delete or modify Schedule “A”.

4. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

Submissions by bidders become records of the municipality and subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

5. QUALIFICATIONS

No bidder shall submit under this tender unless they have the skills, ability and qualifications to provide the goods, services and/or supplies in accordance with applicable federal or provincial law, and shall demonstrate such skills, abilities or qualifications explicitly in the tender if required to do so in the bid documents, or prior to the award if requested to do so by Town representatives at their sole discretion.

6. COMPLETION DATE AND PENALTIES

Application of procedure as specified shall commence the first week of September and must be completed no later than October 31st, of each contracted year. Time shall be of the essence in this agreement.

Once the work has commenced, the contractor shall ensure that the work progress to completion without delays. The only exception to this will be due to weather conditions not being suitable to apply the proper procedure. The Road Foreman will have sole discretion for determining when weather conditions are not suitable for the application.

Failure to provide goods, services and/or supplies under this tender shall result in the following penalties, if applicable:

Contractor will pay to the Town the sum of one-thousand dollars (\$1,000.00) for liquidated damages for each and every calendar days' delay in finishing the work beyond October 31, 2023.

7. AGREEMENT

Prior to proceeding with the work required by this proposal, the successful firm shall be required to enter into an agreement with the Town to stipulate mutually agreeable terms for providing the goods, services and/or supplies under this tender.

8. EVALUATION

Bids submitted for goods, services and/or supplies under this tender shall be reviewed using the following general criteria:

- a) The Town is satisfied that such purchase represents "best value" to the Town considering requirements of its purchasing by-law and applicable policies.
- b) Bidders or suppliers have the capacity, skill, ability, past performance, accessibility, quality, service, availability, affordability, reliability, best practices, environmental benefit, proximity and similar as the case may be to supply such goods, services and/or supplies.

9. APPLICABLE LAW

This tender and any award that may develop as a result call shall be governed by and construed in accordance with the laws of the Province of Ontario.

10. NO TOWN OBLIGATION TO AWARD

Publication of this tender and the resultant receipt of any submission do not imply a reciprocal obligation on the part of the Town to award a contract to provide goods, services and/or supplies to any bidder. The Town may at its sole discretion award tender or split the award where such actions would be in the best interest of the municipality keeping in mind the criteria in outlined in Part 8 Evaluation.

The Town of Minto reserves the right to cancel this tender for any reason without any liability to any proponent, or to waive irregularities at their own discretion. Tenders shall be irrevocable until the Town of Minto awards a contract, or cancels this tender, whichever first occurs.

The Town of Minto reserves the right to reject any or all tender, to negotiate with any firm submitting a tender and to accept the tender deemed most favourable in the interests of the Town of Minto.

The lowest or any tender may not necessarily be accepted. The Town of Minto or its agents do not accept any responsibility for costs or expenses incurred by the Proponent in preparing the Proposal.

11. WSIB/INSURANCE

In response to any requirement in any tender, or upon request, bidders shall provide to the Town proof of WSIB certificate of clearance, and a copy of their insurance policy prior to the award of the tender.

12. INSURANCE

Prior to award of any tender, or upon request, bidders shall, at their expense provide certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. The certificate(s) in the amounts listed below are to be provided:

- a) \$5 million – commercial general liability

Such policy shall contain:

- a) “Cross Liability” clause or endorsement.
- b) An endorsement certifying the Town of Minto is added as an additional insured.
- c) An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Minto.

13. HEALTH AND SAFETY

The Town of Minto is serious in its application of Health and Safety protocols. Bidders are expected to adhere to all legislated and regulated health and safety regulations. Failure to adhere to these practices may result in termination of any contract without financial penalty to the Town. Bidders shall provide to the Town a copy of their Health and Safety policy upon request, or a written statement that they have a Workplace Health and Safety policy in effect.

14. ENVIRONMENT AND ENERGY EFFICIENCY

When procuring goods, services and/or supplies, the Town of Minto supports methods that protect the environment and use energy in an efficient and affordable manner. The Town supports innovation and initiative that promotes energy efficiency and improving the quality of the natural environment keeping in mind issues of affordability, maintenance and operating costs.

15. PAYMENT

The Town of Minto agrees to pay for such goods, services and/or supplies provided for in this bid, once awarded, in accordance with the terms of this bid document and/or the agreement signed upon approval by Town of Minto Council

16 INDEMNITY

The successful bidder shall indemnify and hold the Town harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

17. INQUIRIES

For further information regarding this tender contact:
Mike McIsaac, Public Works Roads Manager
mike@town.minto.on.ca

Schedule “A”

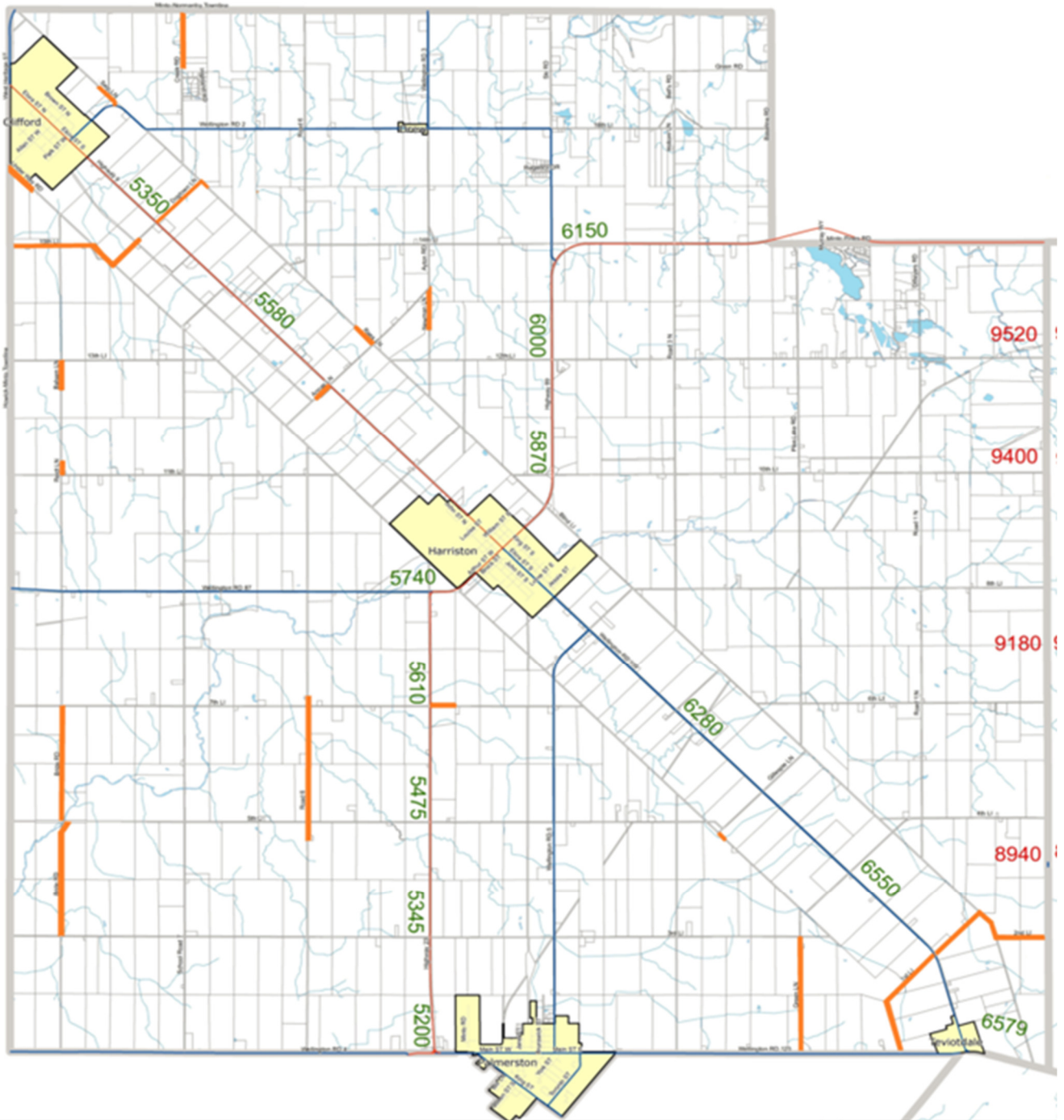
Detailed Scope of Work and Standards

A. Provide unit and total prices for the work at the following locations shown in the maps at the end of this Schedule:

2023 UNIT PRICING

Please complete the following outlining unit prices for the work described:

Item No.	OPSS/ SP	Description	Unit	Estimated Quantity	Unit Price	Total
1.	SP 4.15	Supply, Load, Haul and Spread Granular ‘A’ to various Town of Minto roads (see attached map)	tonne	8,000		
			SUB-TOTAL			
			H.S.T. 13%			
			TOTAL TENDER			



Bid Submission

**TENDER # 2023- 03
SUPPLY, LOAD HAUL AND SPREAD GRANULAR 'A' (MAINTENANCE GRAVEL)**

Contractor Information

CONTRACTOR: _____

ADDRESS: _____

HST #: _____

DATE: _____

SIGNATURE: _____

NAME & TITLE: _____

WSIB NUMBER _____ INSURANCE POLICY # _____

REFERENCES

List 2 references for which you have completed prior work.

We, the undersigned, declare that we have carefully examined the General Instructions and the Scope of Work. We declare that if this bid is accepted within 10 days of the date of the tender, we will execute a contract to provide all the material and perform all the work described in those documents within the project completion schedule for the sum of:

_____ (\$_____) Canadian Dollars,
including all applicable taxes and charges, excluding HST.

Signature

Signature