



THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

TENDER NO. 2019-01

LITTLE LAKE PIT AGGREGATE CRUSHING & SCREENING

Jeff Hoskin, Manager of Operations
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Submitted by,

Name of Firm or Individual

Address (Include postal code)

Telephone (include area code)

Fax (include area code)

Name of Person Signing for Firm

Office of Person Signing for Firm

Make of Unit Tendered on

TENDER CLOSING DATE: Friday April 26 2019 02:00 p.m. Local Time

INFORMATION TO BIDDERS

- a) Type of Contract To crush 5/8” gravel, screen winter sand, provide grubbing, pit rehabilitation at the Little Lake Pit and fill two sand domes.

- b) Tender One copy of the tender properly signed and sealed in an envelope with the tender number clearly marked on the front will be received at the Town Hall Administration Office before 02:00 p.m. on Friday, April 26, 2019.
Tender Opening will commence immediately after closing.
Literature and specification sheets must be enclosed with the Tender.

- c) Lowest or any tender not necessarily accepted.

- d) The Township of Cramahe reserves the right to reject any or all bids received.

- e) **The awarding of this tender is subject to the approval of the Township of Cramahe Council.**

- g) This tender contains:

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SECTION 1: INSTRUCTIONS TO BIDDERS

1. Invitation

1.1. Scope of Work

The Work to be done under the Contract shall consist of the crushing 5/8" gravel, screening winter sand, grubbing, pit rehabilitation at the Municipal Little Lake Pit and dome filling in accordance with the Detailed Specifications herein.

1.2. Tender Call

- 1.2.1. Submissions signed under seal, executed, and dated will be received by the Owner, at the offices of:

The Corporation of the Township of Cramahe
Operations Department
1 Toronto Street,
Colborne, Ontario K0K 1S0

Before the time for bid closing of 02:00:59 p.m. local time as designated by the clerk's office clock on the 26th day of April, 2019.

- 1.2.2. The Owner may, by addendum, extend the submission closing time or any other scheduled dates relating to this Tender call.
- 1.2.3. Tenders submitted after the submission closing time will not be considered and will be returned to the Proponent unopened.
- 1.2.4. Submissions will be opened publicly at 02:00 p.m. local time on the 26th day of April, 2019, at The Township of Cramahe, Town Hall, located at 1 Toronto Street, Colborne, Ontario K0K 1S0. Bidders should note that the pricing information read out at the public tender opening is **PRELIMINARY** in nature only and should not be construed as an indication of which bidder is being awarded the contract. All documentation is subject to review for mathematical accuracies, compliance with the specifications, and compliance with the terms and conditions of the Request for Tender, the completion of which will ultimately determine the successful bidder. **All Tender awards are subject to Cramahe Township Council Approval.**
- 1.2.5. Amendments to a submitted Tender will be permitted if received by the Owner in writing prior to submission closing

time and if endorsed by the same party or parties who signed and sealed the submitted Tender. A submitted Tender amendment shall state the amount to be added to or deducted from the Bid Price.

- 1.2.6. Tenders and amendments, submitted by telephone, facsimile or electronic mail will not be considered by the Owner.
- 1.2.7. A Proponent may withdraw its submission at any time prior to the submission closing time by delivering a written notice of withdrawal to the Owner. The withdrawal will be in effect as of the time the said notice is received by the Owner.
- 1.2.8. Proponents agree to prepare and submit bids at their own cost. The Owner is not obligated in any way to pay costs of any kind or nature whatsoever that may be incurred by a Proponent or any third parties in the bid process relating to the Tender. All such costs shall be the Proponent's sole responsibility.
- 1.2.9. Tenders will be called, received, evaluated, accepted, and processed in accordance with The Corporation of the Township of Cramahe Purchasing By-law No. 2015-44 (copy available upon request). By submitting a Tender each Bidder agrees to be bound by the terms and conditions of that By-law and those procedures and any amendments to them, as fully as if it were reproduced and attached to this Invitation to Tender.

1.3. Tender Bid Price

- 1.3.1. The price(s) quoted shall be in Canadian funds and shall include all duty, custom clearances, fuel tax, shipping costs, air conditioning tax (if applicable), and (HST) shall be extra where applicable.

2. Contract and Bid Documents

2.1. Definitions

- 2.1.1. The word Bidder is interchangeable with the word Proponent in this document. The word Bid is interchangeable with the word Tender in this document.
- 2.1.2. Bid Price: The Bid Price is the monetary sum identified by the Bidder in its Itemized Bid Form.

2.2. Availability

- 2.2.1.** Bid Documents may be obtained on the Township's website. A link to the website is provided below:

<http://www.visitcramahe.ca/content/tender-invitation>

- 2.2.2.** Upon Receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidders shall immediately notify the Owner if the Bid Documents are incomplete or upon finding discrepancies, errors or omissions in the Bid Documents.

2.3. Queries and Addenda

- 2.3.1.** All inquiries from Bidders regarding the Bid Documents must be in writing by way of e-mail and received by the Township to: jhoskin@cramahetownship.ca
- 2.3.2.** Addenda may be issued during the bidding period. All addenda become part of the Contract Documents. Bidders shall include all costs of all addenda in the Bid Price.
- 2.3.3.** Verbal answers given by the Owner to queries are only binding when confirmed by written addendum.

3. Bid Submissions

3.1. Submissions

- 3.1.1.** Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- 3.1.2.** All Bid Forms must be fully completed, signed under seal by a duly authorized representative of the Bidder, dated and submitted in a clear and legible manner. Signature and all other entries shall be completed in ink or shall be typewritten. Photocopied signatures and other entries are not acceptable. All applicable blank spaces in the Specification Forms must be filled in.
- 3.1.3.** Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscured, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the Owner, be declared invalid and rejected.

- 3.1.4. Bids with Bid Forms and enclosures which are improperly prepared may be, at the Owner's sole discretion be declared invalid.
- 3.1.5. All submitted bids and supporting documentation become the property of the Owner and will not be returned.

4. Offer Acceptance or Rejection

4.1. Duration of Offer

- 4.1.1. Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the Bid closing time.

4.2. Clarification of Bids

- 4.2.1. The Owner may, at any time following the Bid closing time, request that any Bidder clarify its Bid. Bidders shall provide a written response to any such request for clarification with in two (2) working days following receipt of such a request, or within such shorter time as the Owner may require. The Owner may require any Bidder to submit additional information clarifying any matters contained in its Bid and require the relevant Bidder's acknowledgement of the accuracy of that interpretation.
- 4.2.2. The additional information accepted by the Owner and written interpretations which have been acknowledged by Bidders shall be considered to form part of the Bids of those Bidders.
- 4.2.3. The right to request clarification of Bids by the Owner as provided herein within the sole, complete and unfretted discretion of the Owner and is for the Owner's sole benefit, and may or may not be exercised by the Owner at any time and in respect to any or all Bids.
- 4.2.4. The Owner's right to request clarification of Bids as provided herein shall not in any way impose upon the Owner a requirement to clarify with a Bidder any part of a Bid, and where in the opinion of the Owner the Bid is ambiguous, incomplete, deficient, or otherwise not acceptable in any aspect, the Owner may reject a Bid either before or after seeking a clarification under this section.

4.2.5. The seeking of a clarification of a Bid by the Owner as provided herein shall not in any way oblige the Owner to enter into a Contract with that Bidder, and shall not constitute an acceptance of that Bid or any other Bid.

4.2.6. All Bid clarifications submitted by a Bidder shall be in writing in a form satisfactory to the Owner.

4.3. Acceptance or Rejection of Offer

4.3.1. The submission of Bids does not obligate the Owner to accept any Bid or to proceed with the purchase.

4.3.2 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 any way may, at the sole and absolute discretion of the Owner, be declared invalid and rejected.

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

4.3.4. 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 Owner's sole and absolute discretion.

4.3.5. The Owner reserves the right to accept or reject any or all Bids or to accept any Bids should it be deemed to be in its best interest to do so in its sole and absolute discretion. The lowest Bid will not necessarily be accepted.

4.3.6. Bidders expressly waive any and all rights to make any claim against the Owner for any matter arising from the Owner exercising its rights as stated in these Instructions to Bidders.

4.4 Proof of Ability - Prequalification

To qualify, a Bidder must have been in the business of **Performing Similar Excavation and Extraction** for a period of not less than three (3) years and performing contracts similar in size to this proposed Contract.

Where deemed necessary by the Township, the Bidder will 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 Services outlined in the Tender Documents. Insufficient experience may result in disqualification.

5. Indemnification:

The Contractor shall indemnify and save harmless the Township from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the performance or non-performance of the Contractor of his/her obligations under any resulting contract

Form of Contract

The Bidder declares that this Contract is made without any connection, comparison of figures or arrangement with or knowledge of any other Corporation, Firm or Person making a Contract for the same work.

The Bidder declares that no member of the Council and no officer or employee of The Corporation of the Township of Cramahe is, will be, or has become interested, directly or indirectly, as a Contract in Party, Partner, Stockholder, Surety or otherwise in, or in the performance of, the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

The Bidder agrees that this contract will remain open for acceptance and the prices herein tendered will remain firm and unchanged for a period of 90 days after the opening of contracts and The Corporation of the Township of Cramahe may at any time within this period accept this contract whether any other contracts has been previously accepted or not.

The Bidder has attached hereto all relevant information, literature, detailed specifications and other information relevant to the supplying and installing of the unit being offered in order to enable The Corporation of the Township of Cramahe to properly evaluate this tender.

DATED AT this ____ day of, _____, 2019.

Signature _____

Name of Signing Officer _____

Company Name _____

Address _____

Phone _____ Fax _____ Email _____

COMPANY SEAL AFFIXED

SPECIFICATIONS

GENERAL:

It is the intent of these specifications to describe the requirements for crushing 5/8" gravel, screening winter sand, grubbing, pit rehabilitation and dome filling. This specification lists only the major details of each unit; therefore it is the Contractors responsibility to deliver what would be reasonably expected by the Municipality. See attached site map for further details.

EXAMINATION OF SITE:

1. The Contractor shall visit the site of the work before submitting his/her Tender. The Contractor shall make their own estimate of the facilities and difficulties that may be encountered.
2. The Contractor shall not claim at any time after submission of their Tender that there was any misunderstanding of the terms and conditions of the Contract related to site conditions.

LOCATION OF WORK:

Little Lake Pit, Part Lots 18 & 19, Concession 3, Cramahe Township

SCOPE OF WORK:

This work includes the supply of all labour, equipment and materials necessary to complete the following work in accordance with the Contract unless otherwise provided herein.

1. Screen Winter Sand – 10,000 ton
2. Crush 5/8" Gravel – 20,000 ton
3. Grubbing – two specified areas, topsoil buried
 - a. Existing tree's and stumps removed by others
 - b. See attached Google Map for locations
4. Pit rehabilitation – 40 hours bulldozer of sufficient size to level earthen mounds
 - a. See attached Google Map for location
5. Fill two domes, transport screened sand from Little Lake Pit to site, mix with supplied salt to a specified concentration and load domes.
 - a. 2,500 ton to 2967 County Road 25, Cramahe
 - b. 4,500 ton to Little Lake Pit Dome

TIMELINE:

At minimum 5/8" gravel crushing to commence by May 31, 2019.

SECTION 4: GENERAL CONDITIONS

- F1 **Interpretation:**
In the contract "Work" means the whole of the work, services and materials required to be done, furnished and or performed by the Contractor in order to carry out the Contract.
- F2 **Status of the Contractor:**
The Contractor is engaged as an independent contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of the Township.
- F3 **Amendments:**
No amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment executed by the authorized representatives of the Township and of the Contractor.
- F5 **Compliance with Applicable Laws:**
The Contractor shall comply with all laws applicable to the performance of the Work.
- F7 **Subcontracting:**
Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Township in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier.
- Notwithstanding the above, the Contractor may, without prior consent of the Township, subcontract such portions of the Work as is customary in the carrying out of similar contracts. In any Subcontract, the Contractor shall, unless the Township otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions of the Contract.
- F8 **Time of the Essence:**
Time is of the essence of the Contract.
- F9 **Inspection of the Work:**
The Work and any and all parts thereof shall be subject to inspection and acceptance by the Township.
- F10 **Infringement:**
The Contractor warrants that no Work furnished in accordance with this contract shall infringe upon any patent, registered industrial design, trademark, trade secret, copyrighted work or other intellectual property right. The Contractor at its sole cost and expense shall defend and hold harmless the Township, its agents, employees and customers against any and all suits, actions and claims arising out of any and every charge of infringement.
- F11 **Indemnification:**
The Contractor shall indemnify and save harmless the Township from any and all claims, demands, causes of action, loss, costs or damages that the Township may suffer, incur or be liable for resulting from the performance or non-performance of the Contractor of his/her obligations under any resulting contract.

- F12 **Packing:** Price(s) quoted shall include all costs for crating and packing as required, for safe delivery of goods and should be of recycled materials where feasible.
- F13 **Payment:**
Payment by the Township for the Work shall be made following delivery, inspection and acceptance of the Work, and following presentation of an invoice which correctly corresponds with the work provided. Unless otherwise stated, the period for payments will be within thirty (30) days, calculated from the date the invoice is received, or delivery and acceptance of the work, whichever date is later.
- F14 **Conflict of Interest:**
All firms are required to disclose to the Township prior to accepting the assignment any potential conflict of interest. If a conflict of interest does exist, the Township may, at its discretion, withhold the assignment from the Contractor until the matter is resolved to the satisfaction of the Township. If, during the contract, a contractor is retained by another client giving rise to a potential conflict of interest, then the Contractor shall so inform the Township and if a significant conflict of interest is deemed to exist by the Township, then the Contractor shall:
1. Refuse the new assignment, OR
 2. Take such steps as are necessary to remove the conflict of interest.
- F15 **Fraud or Bribery:**
Should the Contractor, any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Township, or to commit fraud against the Township, the Township shall be at liberty to declare the tender void forthwith, or the Township to take the whole or any part of the contract out of the hands of the Contractor, and to invoke the provisions of termination.
- F16 **Environmental Purchasing:**
The Township is committed to the principles of sustainable development and will apply environmentally sound practices in fulfilling its mandate in the planning and provision of materials, services and programs. Contractors are encouraged to adopt and promote environmentally sound practices and introduce environmentally sound goods, materials and services when dealing with the Township.
- F17 **Municipal Freedom of Information and Protection of Privacy Act:**
The Corporation of the Township of Cramahe is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Township in response to this Request for Tender may be available to the public unless the party submitting the information requests that it be treated as confidential. All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding your request to keep the information confidential.
- F18 **Entire Agreement:**
The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.
- F19 **Applicable Laws:**
This Contract shall be interpreted and governed, and the relations between the Parties, determined

by the laws in force in Ontario.

F20 **Accessibility for Ontarians with Disabilities Act, 2002 (AODA):**

The Corporation of the Township of Cramahe is committed to providing equal treatment to people with disabilities with respect to the use and benefit of Township services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public. All contractors with the Township must comply with all laws applicable to the performance of the work.

Effective 1 January 2010, third party Contractors who deal with the public or other third parties on behalf of the Township, as well as contractors who participate in developing Township policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must conform with the Accessibility Standards for Customer Service, O. Reg. 429/07 (Appendix A), under *The Accessibility for Ontarians With Disabilities Act, 2005 (AODA)*.

Contractors shall ensure that training records are maintained, including dates when training is provided, the number of employees who received training and individual training records. Contractors are required to ensure that this information will be made available, if requested by the Township.