

**THE CORPORATION OF THE  
TOWNSHIP OF ADJALA-TOSORONTIO**

**TENDER FOR:**

**SUPPLY AND MIXING OF WINTER SAND TENDER**  
**CONTRACT #2020-02**

**CLOSING DATE: Wednesday, March 25, 2020**  
**1:30 pm**

**\*LOWEST OR ANY TENDER BID NOT NECESSARILY ACCEPTED**

Jon Hardy  
Public Works Supervisor of Operations and Maintenance  
Township of Adjala-Tosorontio  
7855 Sideroad 30  
Alliston, Ontario  
L9R 1V1  
(705) 434-5055 ext. 269  
(705) 434-5051 fax

# **TOWNSHIP OF ADJALA-TOSORONTIO**

## **GENERAL CONDITIONS OF TENDER**

### **1 SCOPE OF WORK**

- 1:1 Each Tenderer is required, before submitting a Tender, to examine and be satisfied as to the general area of the Township, where the work is to be performed, and be satisfied as to all conditions that may be encountered during the performance of the work.
- 1:2 The signed Tender shall be taken as a statement that the Tenderer understands the Scope of Work and all Specifications and agrees to comply with same and all terms and conditions stated in the Tender document.
- 1:3 No claims will be allowed after submission of a Tender, or award of a contract on the basis that there was misunderstanding of the terms and conditions or specifications or for any other reason.

### **2 SUBJECT OF APPROVAL**

- 2:1 The Contract is subject to the approval of the Council of the Corporation of the Township of Adjala-Tosorontio.
- 2:2 The Tenderer is advised the Tender Price is in effect for ninety (90) days from Tender Closing, until award of a contract. The tender price shall remain in effect for the term of the tender.

### **3 DELIVERY AND CLOSING OF TENDERS**

- 3:1 Tenders must be completed on the Tender Form supplied and MUST be submitted in the sealed envelope provided with the Tender or in a sealed, plain envelope clearly marked as to the Contract number.
- 3:2 Tenders will be received by the Township of Adjala-Tosorontio at the Municipal Office located at 7855 Sideroad 30, Alliston, Ontario, before the specified closing date, local time.
- 3:3 The Tender form must be fully legible, signed by each bidder, and witnessed in the spaces provided thereon. If a bidder is a corporation, the proper signing officers must sign the tender form, and the corporate seal must be affixed thereto.

#### **4 TENDER DEPOSIT**

- 4:1 When requested, the Tender must be accompanied by a Tender Deposit for a specified amount in the form of a certified cheque payable to the Township of Adjala-Tosorontio. The Tender Deposit of the two (2) bidders considered to be the principal contenders will be retained until final receipt of all duly executed documents from the successful contractor, at which time the Tender Deposit of the unsuccessful contractor will be returned. All other documents will be returned within fifteen (15) days of the tender closing. Notwithstanding the foregoing, if the successful bidder defaults in entering into the contract or in filing a performance bond, the bid deposit will be forfeited to the Township and the Township will be entitled to resort to another bidder.
- 4.2. The Tender Deposit of the successful bidder will be retained by the Township until the Township is satisfied that the work to be performed pursuant to the Tender has been satisfactorily completed. In the event of any default by the contractor which the contractor has failed to remedy after being given reasonable notice as defined by the Township, or in the event of any monies that may be owed to the Township by the contractor, the Township will be entitled to utilize the Tender Deposit and apply it to such amount as is outstanding by the contractor to the Township. Upon the Township being satisfied that the tender work has been satisfactorily completed, the Tender Deposit, or the amount thereof remaining, if any, will be returned to the contractor.

#### **5 DISQUALIFICATION OF TENDERS**

- 5:1 Under no circumstances will a Tender be considered which is received after the specified time on the closing date specified herein.

#### **6 WITHDRAWAL OR QUALIFYING OF TENDERS**

- 6:1 A Tenderer who has already submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede all Tenders previously submitted by the Tenderer for this Contract.
- 6:2 A Tenderer may withdraw or qualify his tender at any time up to the official closing time, by submitting a letter bearing his signature and seal as his Tender to the point of Tender delivery where the time and date of receipt will be recorded and the letter placed with the other tenders. No telegrams, faxes or telephone calls will be considered.

#### **7 INFORMAL OR UNBALANCED TENDERS**

- 7:1 The Tenders must be clearly legible and all blanks filled in. Tenders may be rejected as informal if there are any of the following:

- i) incomplete;
- ii) conditional;
- iii) obscure;
- iv) containing conditions not called for;
- v) containing erasures;
- vi) containing alterations; and
- vii) containing irregularities

7:2 All information required must be provided.

7:3 Tenders that contain prices, which appear to be so unbalanced, as likely to adversely affect the interests of the Township, may be rejected.

## **8 DISCREPANCIES**

8:1 Should a Tenderer find discrepancies or omissions in any of the drawings, specifications, or tender documents, or should doubt the meaning, the Tenderer should notify the Public Works Supervisor of Operations and Maintenance, who may send a written instruction to all Tenderers.

8:2 Any and all addenda to the Form of Tender or the Specifications for Tenders, which may be sent to bidders during the tendering period, shall be considered part of the Contract documents and shall be acknowledged as having been received on the Form of Tender in the space provided.

8:3 The Township shall not be liable for any information, advice, or errors which may occur due to third parties. If any errors become apparent to the Township, corrections will be posted on the Township's website. It is the Tenderers responsibility to check the website from time to time to become aware of such errors.

## **9 ACCEPTANCE OR REJECTION**

9:1 The Township reserves the right to reject any or all tenders, not necessarily accept the lowest tender, or to accept any tender or revised tender which it may consider to be in its best interest. While the lowest tender will be of prime consideration in determining which tender offers the best value to the Township, the Township's assessment of the bidders overall competence and capability to perform the contract will be critical factors in the selection of a successful bidder.

## **10 PERMITS**

10:1 The Tenderer shall obtain and pay for (at no expense to the Township) all licenses or permits required by law, statute or regulations made thereunder.

## **11 SURETY AND BOND**

- 11:1 When requested, the Tenderer shall provide a performance bond or irrevocable letter of credit for the amount specified by the Township to ensure the complete execution and fulfillment of the contract.
- 11:2 The expense of preparing the bond or letter of credit and executing the same is to be borne by the Tenderer.
- 11:3 The Tenderer shall provide satisfactory assurance on each anniversary date of the Contract, that the bond has been renewed for the following year. Failure to do so may, at the option of the Township, result in forfeiture of the Contract.

## **12 INSURANCE**

- 12:1 The successful bidder will be required to provide a certified copy of a comprehensive policy of public liability and property damage insurance as specified in the General Conditions of Contract GC6.03, Contractor's Insurance, of the Ontario Provincial Standards.

During the term of the contract, the vendor shall obtain and maintain at its own expense, a policy or policies of commercial general liability insurance insuring against damage or injury to persons or property with limits of not less than \$5,000,000.00 per occurrence or such greater amount as the Township may from time to time request.

And that any and all insurance policies required to be provided under Section GC6.03 identified above shall name the Township of Adjala-Tosorontio as an additional insured.

## **13 WORKER'S COMPENSATION**

- 13:1 The Tenderer shall, at the time of entering into the Contract with the Township, make a Statutory Declaration that all assessments or compensations payable to the Workers' Compensation Board have been paid, and the Township may, at any time during the performance or upon completion of such Contract, require a statement from the Workers' Compensation Board that such assessments or compensations have been paid.
- 13:2 The Tenderer, shall at all times, pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workers' Compensation Act, and upon failure to do so, the Township may pay such assessment or compensation to the Workers' Compensation Board, and shall deduct or collect such expenses under the provisions of Section 9 of the Act.

13:3 The Tenderer must provide Legal Business name, Registered business number and WSIB number.

#### **14 OCCUPATIONAL HEALTH AND SAFETY ACT**

14:1 The Tenderer covenants that all his employees are knowledgeable in, and follow the regulations, which pertain to their duties, which are included in the Occupational Health and Safety Act (R.S.O.) 1990, as amended.

14:2 The Tenderer covenants and agrees to observe strictly and faithfully the provisions of the Occupational Health and Safety Act (R.S.O.), 1990, as amended and all regulations and rules promulgated thereunder.

14:3 The Tenderer agrees to indemnify and save the Township, its servants or agents, harmless for damages or fines arising from and breaches of Occupational Health and Safety Act (R.S.O.), 1990, as amended.

14:5 The Tenderer further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act (R.S.O.), 1990, as amended, whether by the Contractor or any of its Sub-Contractors may result in the immediate termination of this Contract and the forfeiture of all sums owing to the Contractor by the Township.

14:6 The Tenderer shall include health and safety provisions in their management systems to reach and maintain consistently high level of health and safety.

#### **15 PROOF OF ABILITY**

15:1 Bidders shall be competent and capable of performing the scope of work as specified.

15:2 The successful tenderer may be required to provide a copy of his current financial statement to assist in evaluating his tender.

15:3 It is the intent not to award this Contract to any bidder who cannot furnish satisfactory evidence of sufficient expertise and experience and does not have sufficient capital and plan to facilitate successful completion of the Contract.

#### **16 FORMATION OF CONTRACT**

16:1 Notice of award of Tender from the Township shall constitute formation of a contract, with all terms of the Tender document forming part of the Contract.

#### **17 TERM OF CONTRACT**

17:1 The term of the Contract shall be for the duration that the service is provided to fulfill the desired goal of the Tender. Failure to meet the conditions of the Tender shall render the Contract null and void. The Township may request multi-year pricing but at its sole discretion, may award a contract for a single year or multiple years.

## **18 CONTRACTOR'S LIABILITY**

- 18:1 The Tenderer, his agents, and all workers and persons employed by the Tenderer, or under the control of the Tenderer, including sub-contractors, shall use due care to ensure that no person or property suffers injury or loss and no rights are infringed, as a result or by reason of the prosecution of the works or operations of the Tenderer under this agreement or the existence location or condition of any vehicles, machinery, plant or materials used therein or due to the failure, neglect or omission of the Tenderer or any of the persons set out above to do or perform any or all of the acts or things agreed to be done or performed under this agreement.
- 18:2 The Tenderer shall be solely responsible for all damages by whomsoever claimable in respect of any such loss, injury or infringement of rights.
- 18:3 The Tenderer shall assume the defense of, indemnify and save the Township, its agents, officers, and employees harmless from any and all claims, demands, loss, damages, actions, suits or other proceedings (and any costs, expenses thereby incurred by the Township) by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributed to any such loss, injury, or infringement.

## **19 ASSIGNMENT AND SUB-LETTING**

- 19:1 The Tenderer shall not assign or sub-let the Contract or any part thereof or any benefit of interest therein, or thereunder, without the prior written consent of the Township. The Tenderer shall be held fully responsible to the Township for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

## **20 MONIES DUE TO THE TOWNSHIP**

- 20:1 All monies payable to the Township by the Contractor under any stipulation herein, or to the Worker's Compensation Board, as provided thereunder, may be retained out of any monies then due or which may become due from the Township to the Contractor under the Contract or any other contract with the Township, or otherwise howsoever.

## **21 LIENS**

- 21:1 The Tenderer, its executors, administrators, successors and assigns shall fully indemnify the Township and all officers, servants, and employees of the Township for any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the

Construction Lien Act or to any attachment or debt, garnishee process or otherwise. The Township shall not in any case be liable to any greater extent than the amount owing by it to the Tenderer, the Tenderer's executors, administrators, successors, and/or assigns.

## **22 PERSONNEL**

- 22:1 The Tenderer shall employ only orderly and competent persons to do the work. Should the Public Works Supervisor of Operations and Maintenance inform them in writing that any person or persons on the work are, in the opinion of the Township, incompetent or disorderly such person or persons shall be discharged from the work and shall not again be employed on the work without the prior consent in writing from the Public Works Supervisor of Operations and Maintenance.
- 22:2 Tenderer's personnel shall be required to be neat, respectful, and courteous at all times and shall perform their duties in a manner, which shall present a high level of public relations for the Tenderer and the Township.
- 22:3 In the event that any person employed by the Tenderer in connection with work arising out of this Contract gives, in the opinion of the Public Works Supervisor of Operations and Maintenance just cause for complaint, the Tenderer upon notification by the Public Works Supervisor of Operations and Maintenance, in writing, shall not permit such person to continue in any future arising out of this contract.

## **23 OTHER RIGHTS**

- 23:1 The Tenderer, the Tenderer's agents and all workers and persons employed by the Tenderer or under the Tenderer's control shall use due care that no person is injured, and that no property is damaged in the prosecution of the work and the Tenderer shall be solely responsible for all damages to person or property including theft, whether the property is owned by the Township or any of its employees.
- 23:2 The Public Works Supervisor of Operations and Maintenance may delegate any or all authority given him/her herein to any person and upon any such delegation to the person whom the delegation is made shall have the power and authority given herein in respect of the delegation.

## **24 NOTICE TO TENDERER**

- 24:1 Any notice under this Agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in a Canadian Post Office, addressed, in the case of notice to the Township, as follows:

The Corporation of the Township of Adjala-Tosorontio  
7855 Sideroad 30  
Alliston, ON L9R 1V1



24:3 Verbal or telephone notice shall be confirmed in writing.

## **25 COMPLIANCE**

25:1 Federal, Provincial and Municipal laws and regulations now or hereafter enacted shall be complied with by the Tenderer in the performance of and fulfillment of its obligations under the Contract.

25:2 The Tenderer is assumed to be familiar with all such laws and regulations which in any manner affect those engaged or employed in the work, facilities or equipment used in the fulfillment of the Contract or which in any way affect the conduct of the work and no plea of misunderstanding will be considered on account of ignorance thereof.

25:3 Documented evidence may be requested, to be filed with the Township indicating that necessary permits and licenses are valid and current.

25:4 The successful Tenderer must arrange his operations so as to conform to any Anti-Noise by-law that may be enacted within the Township.

25:5 If the Tenderer shall discover any provision in the specifications or Contract which is contrary to or inconsistent with any laws or regulations, he shall forthwith report it to the Public Works Supervisor of Operations and Maintenance in writing, prior to the closing of the tender.

## **26 Tender Confidentiality**

26:1 The Township of Adjala-Tosorontio will consider all tenders as confidential, subject to the provisions set out in the Municipal Freedom of Information and Protection of Privacy Act. The names of the Tenderers, unit prices and the total amount of the tenders will be made available to the public.

## **27 Accessibility**

27:1 The Township is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

27:2 Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

27:3 The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable

regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

- 27:4 It is the consultant/contractor's responsibility to ensure they are fully aware of, and meet all requirements under the Act.
- 27:5 Upon request, the Township will provide or arrange for the provision of accessible formats and communication supports for persons with a disability in a timely manner. Please contact the Clerk's Department if you wish and accessible format or communication support.

# TOWNSHIP OF ADJALA-TOSORONTIO

## GENERAL CONDITIONS OF TENDER

I/We, \_\_\_\_\_ the applying Tenderer, having carefully examined  
*Print name*

the conditions of the attached Tender information including familiarizing myself with the Township area involved, and do hereby tender to supply all necessary labour, material and equipment to fulfill the Contract obligations.

\_\_\_\_\_  
Tenderer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**THE CORPORATION OF THE  
TOWNSHIP OF ADJALA-TOSORONTIO**

**WINTER SAND TENDER  
CONTRACT #2020-02**

**TENDER FOR:**

For the Purposes of this contract, all provisions of the relevant Ontario Provincial Standards and Specifications including General conditions of Contract and General and construction Specifications (OPS Volume 7) and Material Specifications (OPS Volume 8) shall apply unless specifically noted otherwise.

Supply, deliver, mix with salt, and stockpile 3,500 tonnes of screened winter sand.  
To the South Works Yard, Concession 4, Lot 17, Former Township of Adjala.

Supply, deliver, mix with salt, and stockpile 3,500 tonnes of screened winter sand.  
To the North Works Yard, Concession 5, Lot 11, Former Township of Tosorontio.

Optional, mid winter refill to North and South Works Yards if needed.

A certified cheque in the amount of 10% of the total Tender bid made payable to the Township of Adjala-Tosorontio, shall be submitted with the tender and held until the work is completed.

**\*The Township reserves the right to accept or reject all or any part of the Tender as presented and lowest or any tender bid not necessarily accepted.**

**TERM:**

The Contract made hereunder shall be for a term of 1 or 2 years at the discretion of the Township. It shall come into effect on the date of award and prices shall remain valid until March 31, 2021 (for a 1 year contract) or March 31, 2022 (for a 2 year contract).

**DELIVERY:**

The successful contractor shall deliver materials within 24 hours of notice. Materials shall be mixed, stacked and stored by the end of day or date of delivery. Tickets shall be provided at time of delivery.

**THE CORPORATION OF THE  
TOWNSHIP OF ADJALA-TOSORONTIO**

**WINTER SAND TENDER, CONTRACT #2020-02  
CLOSING DATE: Wednesday, March 25, 2020 - 1:30 p.m.**

The Bidder has carefully examined this Tender and all of its attachments, enclosures and addendum, and has carefully examined the site(s) and the location(s) of the work to be done under this Contract and the Bidder understands and accepts the said Tender and all of its attachments, enclosures and addendum, for the prices set forth in this Tender, and hereby offers to furnish all machinery, tools, apparatus and other means of construction, and furnish all materials except as otherwise specified in the Contract, and to complete the work in strict accordance with this Tender and all of its attachments, enclosures and addendum..

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Municipality without alterations of the contract price. Notification of Acceptance may be given by prepaid post, addressed to the Tenderer at the address contained in this Tender.

ITEM	DESCRIPTION	UNIT	QUANTITY	2020 UNIT PRICE	2020 TOTAL	2021 UNIT PRICE	2021 TOTAL
1	Supply, deliver, mix with salt and stockpile winter sand at the South Works Yard	Tonne	3,500				
2	Supply, deliver, mix with salt, and stockpile winter sand at the North Works Yard	Tonne	3,500				
3	Mid winter refill, North & South Works Yard (optional, at the discretion of the Township, conditional upon weather)	Tonne	2500 approx.				
				<b>TOTAL</b>			

Early Payment Discount: I/We (the Tenderer) will offer a \_\_\_\_ % discount for prompt payment of invoices within \_\_\_\_ days.

THE CORPORATION OF THE  
TOWNSHIP OF ADJALA-TOSORONTIO

**WINTER SAND TENDER, CONTRACT #2020-02**  
**CLOSING DATE: Wednesday, March 25, 2020 - 1:30 p.m.**

I/WE (The Tenderer) promise to commence work on \_\_\_\_\_ and to diligently perform the work continuously without undue delay and further promise to complete the work by August 31, 2020, for 2019/2020 winter sand and by August 31, 2021 for 2020/2021 winter sand.

\_\_\_\_\_  
*Legal Business Name ("The Tenderer")*

ADDRESS \_\_\_\_\_

POSTAL CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

REGISTERED BUSINESS NUMBER \_\_\_\_\_

WSIB NUMBER \_\_\_\_\_

\_\_\_\_\_  
Name of Person Signing for Firm (Please print)

\_\_\_\_\_  
Office of Person Signing for Firm

\_\_\_\_\_  
Signature

**NOTE: All amounts are to be shown in figures. Bid must be for all items identified on tender. Incomplete bids will not be accepted. Consideration will be given to the lowest total price. Applicable taxes are extra.**