



**REQUEST FOR TENDER**

**DOCUMENT NO. 18-03**

**Tender for** **Supply of Crushed Stone Granular "5/8"**  
**For Maintenance of Unpaved Roads**

**CLOSING DATE:** **March 28, 2018 at 11:00 a.m.**

**SUBMITTED BY:**

\_\_\_\_\_  
*(Insert company name)*

**SUBMITTED TO:**

**Township of Tudor and Cashel  
371 Weslemkoon Lake Road  
Gilmour, ON K0L 1W0**

**Attn: Glenn Hagerman, Roads Supt.**

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## **Official Documents**

**Only documents found on the Municipality's website are to be considered "official". The Township of Tudor and Cashel accepts no responsibility for the accuracy of information found on other websites. The onus is on the bidder to check this site to verify they have received all relevant bid information. Addendums will be posted to the Municipalities website, directly beneath the original posting. It is recommended potential bidders check the site regularly for updates. No addendums will be issued with less than 7 days remaining until the bid opening. If an addendum is necessary during the last week, the bidding date may be reset accordingly**

### **POLICIES AND PROCEDURES**

**The following pages outline the general intention of this contract and the procedures that will be followed throughout the tender process-introduction to award. These procedures apply to all competitive bids and are in addition to any project specific requirements identified in the body of this document**

## **1.0 INTRODUCTION**

The Township of Tudor and Cashel (the "Municipality") appreciates your interest in this Request for tender ("RFT").

This RFT covers the supply, hauling and spreading of 5/8" crushed stone from a quarry source onto unpaved roads within the Municipality and stock pile remainder at the Public Works yard. **Section 7.0** for further details.

In this RFT, the successful Proponent shall be referred to as the "Contractor".

### **1.2 Attachments (included)**

The following Attachments are provided for informational purposes:

Attachment 1 – Sample Contract

Attachment 2 - Map

### **1.3 Appendices (included)**

To be completed and submitted with Tender:

Appendix A – Acknowledgements

Appendix B – Pricing and Completion Schedule

Appendix C – Subcontractors

Appendix D – References

## **2.0 CLOSING TIME**

Tender Bids are to be submitted to the Township of Tudor and Cashel, 371 Weslemkoon Lake Road, Gilmour, Ontario, Attention: Glenn Hagerman, Roads Supt. **before March 28, 2018 @ 11:00 a.m.**

The time registered on the Township of Tudor and Cashel computer system will be considered the official time of day when determining exact time of submission.

Bids received after the Closing will not be accepted and will be returned to the Proponent unopened.

## **3.0 BID OPENING AND RESULTS**

All Bids received on time will be opened March 28, 2018 at the Municipal Office at 11:30 a.m.

The names of the respondents submitting bids and total bid amounts will be

announced; however no other tender information will be released at this time.

Proponents will not be notified in writing of the bid results.

Proponents acknowledge that by submitting a Tender, they have made themselves fully aware of the requirements and that any and all inquires pertaining to this Tender have been satisfied and are included as part of the submitted price.

#### **4.0 MUNICIPAL CONTACT PERSONS**

Proponents with questions related to the detailed specification or the nature of the work required may contact only, Glenn Hagerman, Road Supt., **in writing only**, by email to [roads@tudorandcashel.com](mailto:roads@tudorandcashel.com), or by fax 613-474-0664.

Questions related to the Tender process itself, should be emailed to Bernice Crocker, Clerk/Treasurer, Township of Tudor and Cashel, **in writing only**, by email to [clerk@tudorandcashel.com](mailto:clerk@tudorandcashel.com), or by fax 613-474-0664.

Any questions, requests for information, or comments on this RFT should be addressed **not later than 3:00 p.m. on 20 March, 2018** to allow staff time to respond or to prepare and distribute an addendum as necessary, and to allow time for Proponents to receive and process the new information.

Unless otherwise indicated, the RFT is available on the Municipal website at [www.tudorandcashel.com](http://www.tudorandcashel.com) or from Nancy Carrol by contacting 613-474-2583.

In accordance with of the Municipality's Purchasing Policy By-law, Municipal Council members and employees, other than the employees who are the official contact persons identified in the RFT, are prohibited from discussing any aspect of a Tender process with a prospective Proponent from the time the RFT is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Proponents are cautioned, therefore, to deal exclusively with the Municipal Contact persons referenced in this Section.

#### **5.0 INSTRUCTIONS TO PROPONENTS**

##### **5.1 Addenda**

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- a. Correction to, or clarification of, the RFT;
- b. Extension of the closing date;
- c. Retraction or cancellation of the RFT.

Potential Proponents must **provide the Municipality with company information**, including street address, fax number and email address, to be advised of addenda when issued or further information. Information should be provided to the Municipal Contact persons referenced in Section 4.0

All addenda issued to potential Proponents who have provided contact information will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be faxed, emailed or mailed to the latest address as provided by the Proponent. It is the Proponent's responsibility to notify the appropriate Department Head and issuer of the RFT of any change to their fax number, email or mailing address.

Although the Municipality will make every reasonable effort to ensure a Proponent receives all addenda issued, it is the Proponent's ultimate responsibility to ensure all addenda have been received and are reflected in their Tender.

## 5.2 Tender Submission

### 5.2.1 Original

The Tender shall include:

- a. All addenda that have been issued;
- b. All requirements of this RFT, as set out in **Section 8.0 "To Include in Tender"**.

The Tender shall be typed or written in ink. It shall contain original signatures where required.

**5.2.2** The Tender shall be made upon the forms provided. The prices quoted shall be valid for a period of one hundred twenty (120) days from the Closing.

**5.2.3** A Tender shall be accepted only when submitted in an envelope sealed and clearly addressed to **"The Township of Tudor and Cashel", Attention Glenn Hagerman, Roads Supt.** and marked **Supply of Crushed Stone - Document # 18-03** and include the name and address of the Proponent.

**5.2.4** Proponents are cautioned not to send Tenders **collect** by courier, or with insufficient postage. **Costs for Tenders determined to be received "COLLECT" by courier, or with insufficient postage, will not be accepted.**

**5.2.5** Faxed or emailed Tenders will not be accepted

## **6.0 GENERAL TERMS AND CONDITIONS**

### **6.1 Freedom of Information Act**

The Proponent hereby consents to the disclosure of the information contained in this Tender, pursuant to **The Municipal Freedom of Information and Protection of Privacy Act**, R.S.O. 1990, C.M. 56 ("MFIPPA").

This RFT is a public document. By responding to this RFT, respondents waive any challenge to the Municipality's decisions in this regard. If any submittal contains confidential technical, financial or other types of information, the respondent must clearly label the specific portions sought to be kept confidential and specify the exemption that the respondent is relying upon. Marking all or substantially all of a response as confidential may result in the response being considered non-responsive.

Notwithstanding the foregoing, respondents recognize and agree that the Municipality will not be responsible or liable in any way for any losses that the respondent may suffer from the disclosure of information or materials to third parties.

Any decision made under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information.

The identity of Proponents, as well as the successful Tender amount, may be available to the public on the Municipal website as part of the award process.

The MFIPPA Coordinator for the Municipality is the Municipal Clerk. Any questions regarding the MFIPPA may be directed to the Municipal Clerk at 613-474-2583.

### **6.2 Employees**

In the performance of this Contract, the Contractor shall be an independent contractor. Neither the Contractor nor any of their employees shall be deemed to be employees of the Municipality.

### **6.3 Costs Incurred**

The Municipality shall not, under any circumstances, be responsible for any costs incurred by the Proponent in the preparation of the Tender.

### **6.4 Accept/Reject**

The Municipality may accept a Tender in whole or in part, whether the submitted price is the lowest or not, and may reject any or all Tenders.



## **6.5 Causes for Rejection**

### **6.5.1** The following represent circumstances that would result in a Tender being rejected:

- a. Tender received late (will not be opened);
- b. Tender received where a pre-qualification process or meeting is mandatory and has not been met by the Proponent (will not be opened);
- c. Correct version of Tender form not used;
- d. Tender not complete;
- e. Tender not legible in whole or in part;
- f. Tender not completed in ink or type;
- g. Tender not signed;
- h. "Agreement to Terms and Conditions", when required, is not executed or included with the Tender;
- i. Other mandatory forms or details required and clearly shown in the RFT as being required upon submission of a Tender are omitted.

### **6.5.2** The following represent circumstances where a Tender is questioned but may be accepted after examination or correction:

- a. Tender containing simple arithmetic errors as determined during evaluation process;
- b. Tender not acknowledging correct number of addenda issued.

## **6.6 Subcontractors**

No subcontracting of any part of the contract shall be permitted without the authorization of the Municipality.

Where the Municipality approves subcontracting, the Contractor shall be held fully responsible to the Municipality for the acts and omissions of his subcontractors and of persons directly or indirectly employed by them, and for the acts and omissions of persons directly employed by him.

All subcontractors utilized in the performance of this Contract must be listed and a description of the work each subcontractor will perform included with the Tender **(see Section 8.4 and Appendix C)**.

## **6.7 Cancellation of Contract**

The Municipality reserves the right to cancel the Contract if the goods or services are unsatisfactory, if delivery requirements are not met or if invoice amounts do not match with the quoted prices. The Municipality may also cancel the Contract without cause by means of a thirty (30) day advance written notice.

## **6.8 Changes to Work When Contract Underway**

No deviation from the specifications shall be made by the Contractor in the execution of the work, without the written approval of the Municipality.

The Contractor shall furnish a complete breakdown of any costs beyond the Tender amount to support the additional amount in the form of a "Request for Change Order".

The Municipality will not pay the Contractor any amounts over and above the Tender amount unless the Municipality and the Contractor agree to a price change as the result of changes in the work required before the additional work is undertaken.

#### **6.9 Rights of the Municipality**

The Municipality will retain the right to ensure that an acceptable standard of use, service and operation is maintained.

The Municipality reserves the right to communicate with one or more Proponents following the Tender close to clarify elements of the submission.

#### **6.10 Municipality's Right To Terminate Contract Under Certain Conditions**

If the Contractor is adjudged as bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should except in case of any event beyond his reasonable control, refuse or fail to supply enough properly skilled workmen or proper materials or equipment, after having received seven days notice in writing from the Municipality to supply additional workmen, or materials, or equipment; or persistently disregard laws, ordinances, or instructions of the Municipality, or otherwise be guilty of a substantial violation of the provisions of the contract, then the Municipality, upon notification to the Contractor that sufficient cause exists to justify such action, may without prejudice to any right or remedy, by giving the Contractor seven (7) days written notice, terminate the contract of the Contractor, and finish the work by whatever method is considered expedient, but without undue delay.

In such case, the Contractor shall not be entitled to receive any further payment until all work is finished. If the outstanding balance due on the contract price shall exceed the expense of finishing the work, including compensation to the Municipality for its additional services, such excess shall be paid to the Contractor. If such expense shall exceed unpaid balance, the Contractor shall pay the difference to the Municipality. The Municipality shall determine the expenses incurred by the Municipality through the Contractor's default.

#### **6.11 Protection of Work and Property**

The Contractor shall be held responsible by the Corporation for all damage caused by himself, his employees, or any sub agents, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes or structures adjacent to or in the general area of the work, through any other cause

relating to the work carried out under this contract. Additionally, the Contractor will be required to make good all such damage at his own expense to the satisfaction of the Municipality.

The Contractor shall be fully responsible for ALL accidents arising by reason of execution or non-execution, or non-repairs of the said works, or by reason of any failure to comply with the requirements of this clause and shall fully indemnify the Municipality in respect thereof.

The Contractor shall conduct the work at all times, with the safety of employees on the job and the safety of the public in mind. All work shall be done in accordance with recognized safe working practices and all Government requirements applying to the work.

#### **6.12 Indemnification**

The Contractor will always indemnify and save harmless the Municipality, its agents and employees, against all actions, suits, claims and demands, which may be brought for any loss, costs, damages, changes or expenses whatsoever which may be sustained, incurred or paid by the Municipality, its agents or employees, by reason of the errors or omissions of the Contractor, in regard to this Tender or any contract which results there from, including any charges arising as a result of any health and safety violation on the part of the Contractor. The Contractor hereby grants to the Municipality full power and authority to settle any action, suit, claim or demand on such terms as the Municipality may deem advisable, and hereby covenants and agrees to pay the Municipality on demand all monies paid by the Municipality pursuant to any such settlement, together with the reasonable costs of the Municipality or its solicitor in defending or settling any such action, suit, claim or demand.

#### **6.13 Confidentiality**

The Contractor recognizes that it may, by the nature of the goods and services being provided to the Municipality, have access to confidential information. It is understood and agreed that the Contractor, its employees, agents, representatives and officers, (the " Contractor ") shall hold all information, whether confidential or not, in the strictest confidence.

The Contractor shall not disclose, nor permit by any act or failure to act the disclosure of, any information to any third party at any time during or after the term of its contract with the Municipality. Nor will the Contractor use any information however obtained as a result of performing duties for the Municipality for its own commercial, financial, or personal advantage. The Contractor also acknowledges that it may be held both criminally and civilly responsible for any breach of confidentiality.

**6.14 Execution of Work**

The Contractor shall diligently prosecute his work on this Contract to completion on, or before, the

***31 August, 2017***

The whole work shall be completed to the satisfaction of the Municipality. If the Contractor fails to perform the Work as required on any particular date, the Municipality at its discretion may have others do the work and charge the Contractor. See **Section 1.6 in Sample Contract**.

**6.15 Conflict of Interest**

The Contractor covenants that the Work will be undertaken without a conflict of interest and that during the course of the Work, the Contractor shall not undertake any work for any other client, which would result in a conflict of interest, without the prior written consent of the Municipality.

**6.16 Insurance****6.16.1 Liability Insurance**

The Contractor shall procure and maintain Comprehensive General Liability Insurance, which shall:

- a. Have a limit of liability of not less than **two million dollars (\$2,000,000)** inclusive for any one occurrence;
- b. Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Contractor;
- c. Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Municipality;
- d. Name the "Corporation of the Township of Tudor and Cashel" as an additional insured party; and
- e. Contain a cross-liability clause.

The insurance company must be satisfactory to the Municipality.

The Contractor shall pay for all premiums and expense incurred with the insurances.

**6.16.2 Vehicle Insurance**

The Contractor shall maintain adequate vehicle insurance in the amount of **two million dollars (\$2,000,000)** for any and all Company vehicles as applicable to be used in the provision of the Contract requirements.

**6.16.3 Proof of Insurance**

The Proponent shall provide proof of insurance, as required in **Section 6.16.1, and 6.16.2** with their Tender.

In the event that satisfactory proof of insurance cannot be provided, a letter from the Proponent's insurance company confirming that the Proponent will be able to obtain the required insurance will suffice.

#### **6.16.4 Certificate of Insurance**

Prior to the start of any work, the Contractor shall file with the Municipality, together with the signed contract documents, a Certificate of Insurance, clearly stating that the insurance complies with all the requirements listed in **Section 6.16.1, and 6.16.2**.

**If the Contractor does not provide the Certificate of Insurance as herein requested, the Contract may be terminated and will be awarded to the next qualified Proponent.**

#### **6.17 Workplace Safety and Insurance Act/Employment Insurance**

It is the Contractor's responsibility to ensure that the Municipality is always in possession of a valid and current "Certificate of Clearance".

The Contractor must furnish the Municipality with a valid and current "Certificate of Clearance" from the WSIB upon the awarding of the contract. The Municipality will not execute the contract in the absence of a valid and current "Certificate of Clearance".

**If the Contractor does not provide a copy of a valid and current Certificate of Clearance as herein requested, the Contract may be terminated and may be awarded to the next qualified Proponent.**

Payments to the Contractor will not be made by the Municipality if the "Certificate of Clearance" supplied to the Municipality is no longer valid and current.

The Contractor, at its sole expense, shall be responsible for providing: (1) all benefits and contributions required pursuant to the **Workplace Safety and Insurance Act**, and other applicable law, including but not limited to the **Employment Insurance Act**, to its employees; and (2) the payment of other incidental expenses to its employees.

#### **6.18 Workplace Hazardous Materials Information Systems ("WHMIS")**

The Contractor shall provide the Municipality with Material Safety Data Sheets ("MSDS") for all WHMIS products used for this Contract. A copy of these MSD Sheets must be available at the site at all times for the duration of the Contract.

#### **6.19 The Occupational Health and Safety Act**

The Contractor shall comply with all conditions and regulations of the **Occupational Health and Safety Act, 1990** and Regulations for construction projects and

amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of his work on this contract.

#### **6.20 Loss and Damage**

The Municipality will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the said work, or any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the work or for any injury to any person or persons, either workers or the public, or for any damage to the adjoining property. The Contractor will properly guard and make good all damage which may arise or be occasioned by any cause connected with the contract, or the work done by the Contractor, and will indemnify and keep indemnified the Municipality against the same, until the completion of all the work required.

#### **6.21 Tools and Equipment**

All equipment, tools, supplies, etc. delivered to the job site by the Contractor, prior to, during, or after carrying out the work, will be the responsibility of the Contractor.

#### **6.22 Approvals**

It shall be the Contractors' responsibility to ensure that they are in compliance with all Provincial and Federal legislation and regulations that pertain to the type of work being carried out under this contract.

#### **6.23 Safety Requirements**

The Contractor must ensure that, during the performance of the work outlined in the Contract, their personnel are equipped with and wear the necessary safety apparel, including headgear, footwear and other equipment as appropriate and in compliance with the latest written legislation.

#### **6.24 Co-ordination of Services**

The Contractor will be responsible for coordinating the response to, and involvement of, all other required services or facility suppliers, including but not limited to, Hydro, Telephone as required.

#### **6.25 Holdback and Payment**

Every payment, including progress draws, made by the Municipality to the Contractor shall be subject to a ten percent (10%) holdback. Upon completion of all Work covered by the Contract to the satisfaction of the Municipality, the Contractor shall be paid a sum equal to ninety percent (90%) of the Contract price. The remaining ten percent (10%) of the Contract (the "Statutory Holdback") price shall be paid when the Contractor has satisfied the Municipality that all bills for wages, materials and all other liabilities in connection with the Contract have been met.

#### **6.26 Contract**

The Contractor agrees that they will execute a Contract (see **Attachment 1** –

**Sample Contract)** with the required number of copies and return them to the Municipality, **within ten (10) business days** along with:

- a. All required Certificates of Insurance;
- b. Articles of incorporation and a copy of any amendments thereto;
- c. Other required documentation as per this RFT.

**In the event that the Contractor fails to execute the Contract in accordance with the foregoing requirements, the Contractor agrees that the Municipality may at its discretion, enter into a contract with the next qualified Proponent.**

## **7.0 TENDER DETAILS AND SPECIFICATIONS**

### **7.1 Introduction**

The purpose of this Tender is to solicit bids for the supply, hauling and spreading of 5/8" crushed stone from a quarry source onto unpaved roads within the Municipality and stock pile remainder will be picked up by Municipal Trucks. Approximate quantity, **4 500 metric tonnes**.

### **7.2 The Site**

**Location 1: Gunter Lake Road**

**Location 2: East Road**

**Each Proponent must visit the site and satisfy themselves as to the location, conditions and constraints of the area in question.**

Submission of a Tender by the Proponent is evidence that such visit has been conducted and the Proponent is aware of all limitations and restrictions of the site.

If selected as the Contractor, the Proponent agrees not to submit a specific claim for compensation due to adverse soil conditions and natural conditions, or any adverse general or local conditions.

### **7.3 Materials**

Material supplied under this Contract shall comprise 5/8 Granular "M" in conformance with O.P.S.S. 1010 (November 2013).

The Contractor shall supply a Sieve Analyze as set out by the MTO, Test Number LS-602 prior to starting the contract at no cost to the Municipality.

#### **7.4 Weigh Scales**

The Contractor shall provide weigh scales of sufficient capacity and dimension so as to fully contain the loaded vehicle in one setting, and so as to permit weighing of the entire load in one operation.

The Contractor shall have the weigh scales officially tested and approved prior to use on the Contract, and shall ensure their accuracy at all times. The Contractor shall provide evidence of the accuracy of the weigh scales upon request.

The Contractor shall provide a competent employee to operate the scales, and this employee shall accurately record all weights and submit to the foreman at the end of each working day.

#### **7.5 Methodology**

Granular material shall be spread in a uniform layer in locations within the Municipality as directed by the Roads Superintendent.

### **8.0 TO INCLUDE IN TENDER**

#### **8.1 Tender Format**

The Proponent shall provide the information requested below to support the scope of work. Note that the required information must be clear and concise and, therefore, should not exceed ten (10) single-sided pages in total length, excluding information relating to the Proponent contact information, profile and **Appendices A to D**.

**The Tender must be organized with headings and order of presentation as listed below.**

#### **8.2 Acknowledgements**

The Proponent shall provide completed **Appendix A – Acknowledgements**, confirming any addenda received.

#### **8.3 Pricing and Completion Schedule**

The Proponent shall provide completed **Appendix B – Pricing and Completion Schedule**, providing the firm price for supply, delivery and installation, in Canadian Funds, at the Township of Tudor and Cashel, H.S.T. extra.

The Proponent shall provide their GST registration number, or indicate if they operate as a Small Trader with the Federal Government.

The Proponent shall provide a completion schedule in **Appendix B**.



Prices shall remain firm for a period of 120 days from the date of the Tender Closing.

#### **8.4 Subcontractors**

The Proponent shall provide the completed **Appendix C - Subcontractors** including a description of the work components each will provide.

#### **8.5 References**

The Proponent shall provide completed **Appendix D – References** – providing a list of not less than **three (3) references for work completed within the last five years**, and that may be contacted by Municipal staff.

The Municipality reserves the right to contact any or all of the supplied references and may disqualify Proponents who have been given negative performance/service and/or quality ratings by supplied references or other references contacted.

#### **8.6 Company Profile**

The Proponent shall clearly identify full name, addresses, phone numbers, fax numbers, and email of the Company. The Tender should also identify the individual authorized as a signing authority to negotiate the Tender in the event the Proponent is selected.

#### **8.7 Meets Specifications**

The Proponent shall provide sufficient details that provide confirmation that all equipment and work meets the requirements of **Sections 7.0**.

**Failure by the Proponent to provide such confirmation may result in rejection of the Tender as null and void.**

#### **8.8 Other Mandatory Documents To Include**

- a. Proof of insurance (see **Section 6.16.4**)
- b. Proof of WSIB

#### **9.0 Project Schedule**

This project is on a tight timeline, and must adhere to the following schedule as closely as possible:

RFT Issue	February, 28, 2018
Closing date of RFT	March 28, 2018
Initial Completion	August 31 2018

**9.1 Award of Contract**

Contract award shall be communicated by written notification from the Municipality to the successful Proponent, if any.

The Proponent acknowledges that the Municipality shall have the right to reject any, or all, Bids for any reason, or accept any Bid, which the Municipality in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Bid shall not necessary be accepted. All Awards are subject to the approval of Council (if applicable) and the available of funds budgeted.

**10.0 ERRORS AND OMISSIONS**

It is understood and agreed that this RFT includes specific requirements and specifications. The Municipality shall not be held liable for any errors or omissions in any part in this RFT.

Nothing in the RFT is intended to relieve the Proponent from forming their own opinions and considerations with respect to the matters addressed in the RFT. There will be no consideration of any claim after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the contract.

**11.0 TENDER CHECKLIST**

The Proponent is responsible for ensuring that the submission is complete, by providing the following in a sealed envelope:

**11.1 One (1) original to include:**

- a. All addenda issued, with original signatures; and
- b. All documentation to address **Section 8.0 “To Include in Tender”**.

**11.2 Two (2) copies of the following:**

- a. All documentation to address **Section 8.0** (may be photocopies).

**Attachment 1****SAMPLE CONTRACT**

The Township of Tudor and Cashel requires the supply of labour, material, equipment and performing all work on the project.

**THIS AGREEMENT** dated the            day of            2018

**BETWEEN**

**THE CORPORATION OF THE TOWNSHIP OF TUDOR AND CASHEL**  
(the "Municipality")

**AND**

**XXXXXXXXXX Company**  
(the "Contractor")

**WHEREAS** the Municipality desires the supply, hauling and spreading of 5/8" crushed stone from a quarry source onto unpaved roads within the Municipality, the remainder will be pick up by the Municipality. The Township of Tudor and Cashel hereinafter called the "Project"

**AND WHEREAS** the Contractor has agreed to furnish all required professional services in connection with the Project;

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Municipality and the Contractor mutually agree as follows:

**ARTICLE 1 - GENERAL CONDITIONS****1.1        Retainer**

The Municipality hereby retains the services of the Contractor in connection with the Project and the Contractor hereby agrees to provide the services described herein under the general direction and control of the Municipality.

In this Contract, the word Contractor shall mean professionals and other specialists engaged by the Municipality directly and whose names are party to this Contract.

## 1.2 Services

The services to be provided by the Contractor and the Municipality for the Project are set forth in Article 2, as supplemented pursuant to Section 1.22, and such services as changed, altered or added to under Section 1.6 are hereinafter called the "services".

## 1.3 Compensation

The Municipality shall pay the Contractor in accordance with the provisions set forth in Article 3.

## 1.4 Staff and Methods

The Contractor shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Contractor's staff with the approval of the Municipality. The Contractor shall have the prior agreement of the Municipality before making any changes to the staff list after commencement of the Project.

## 1.5 Changes and Alterations and Additional Services

- a) The Municipality, in consultation with the Contractor, may in writing, at any time after the execution of this Contract, delete, extend, increase, vary or otherwise alter the Services required under this Contract.
- b) In the event that the Municipality increases the overall Services required, the Municipality shall where appropriate, pay the Contractor for the additional service based on an approved Change Order in accordance with Article 3 of the Contract.
- c) In the event that the Municipality decreases the overall Services required under this Contract, the Municipality may reduce the amounts prescribed, at its sole discretion, in accordance with Article 3 of this Contract.

## 1.6 Suspension or Termination

The Municipality may at any time for non performance or not complying with the agreed work schedules by notice in writing to the Contractor suspend or terminate the services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Contractor shall perform no further Services other than those reasonably necessary to close out their Services. In such an event, the Contractor shall be entitled to payment for work related to the close out of services in accordance with Subsection 3.1.

If the Contractor is practising as an individual and dies before their services have been completed, this Contract shall terminate as of the date of their death, and the Municipality shall pay for the services rendered and disbursements incurred by the Contractor to the date of such termination.

#### 1.7 Indemnification

The Contractor shall indemnify and save harmless the Municipality, their employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Municipality, their employees, officers or agents may suffer as a result of the negligence of the Contractor, their employees, officers or agents in the performance of this Contract.

#### 1.8 Insurance

##### a) Comprehensive Commercial General Liability and Automobile Insurance

The Contractor shall maintain insurance for the duration of the contract. Coverage shall consist of a comprehensive Commercial General Liability policy covering public liability and property damage insurance acceptable to the Municipality in an amount not less than \$2,000,000.00 and automobile insurance for both owned and non-owned vehicles to be used by the Contractor during its delivery of the services in an amount not less than \$2,000,000.00. The Commercial General Liability policy shall name the Municipality as an additional insured and contain a cross-liability clause there under and the Contractor shall forward proof of insurance as the Municipality may direct.

##### b) Change in Coverage

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Contractor until (30) days after written notice of such change or cancellations has been personally delivered to the Municipality.

#### 1.9 Contracting for Construction

Neither the Contractor nor any person, firm or corporation associated or affiliated with nor subsidiary to the Contractor shall submit a Tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.10 Assignment

Neither party may assign this Contract without the prior consent in writing of the other.

1.11 Previous Contracts

This Contract supersedes all previous contracts, agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.12 Approval by Other Authorities

Unless otherwise provided in this Contract, where the work of the Contractor is subject to the approval or review of an authority, department of government, or agency other than the Municipality, such applications for approval or review shall be the responsibility of the Contractor, but shall be submitted through the offices of the Municipality and unless authorized by the Municipality in writing, such applications for approval or review shall not be obtained by direct contact by the Contractor with such other authority, department of government or agency.

1.13 Inspection

The Municipality, or persons authorized by the Municipality, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.14 Publication

The Contractor agrees to obtain the consent in writing of the Municipality before publishing or issuing any information regarding the Project.

1.15 Confidential Data

The Contractor shall not divulge any confidential information communicated to or acquired by them, or disclosed by the Municipality in the course of carrying out the services provided for herein. No confidential information shall be used by the Contractor on any other project without the approval in writing of the Municipality.

1.16 Time

The Contractor shall perform the Services expeditiously to meet the requirements of the Municipality and shall complete any portion or portions of

the services in such order as the Municipality may require and the Municipality shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Municipality shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, Tenders and other information submitted by the Contractor, and shall make any decisions which they are required to make in connection therewith within a reasonable time so as not to delay the work of the Contractor.

## 1.17 Schedules

### 1.17.1 Preparation of Schedule of Request for Payment, Schedule of Progress

The 5/8 crushed stone shall be hauled and spread evenly on unpaved roads using belly dump trailer whenever possible at the following locations:

<u>Location</u>	<u>Estimated Quantity</u> <i>(in tonnes)</i>
<b>Gunter Lake Road</b>	<b>3000</b>
<b>East Road</b>	<b>750</b>
The remaining material will be picked up by the municipality.	<b>750</b>
<b>ESTIMATED TOTAL QUANTITY:</b>	<b>4 500</b>

**The Contractor shall diligently prosecute his work on this Contract to completion on, or before, the**

***31 August,2018.***

Every payment, including progress draws, made by the Municipality to the Contractor shall be subject to a ten percent (10%) holdback. Upon completion of all Work covered by the Contract to the satisfaction of the Municipality, the Contractor shall be paid a sum equal to ninety percent (90%) of the Contract price. The remaining ten percent (10%) of the Contract (the "Statutory Holdback") price shall be paid when the Contractor has satisfied the Municipality that all bills for wages, materials and all other liabilities in connection with the Contract have been met.

### 1.17.2 Subsequent Changes in the Schedule of Fees and/or Schedule of Progress

The Contractor will require prior written approval, from the Municipality for any of the following:

- a) Any increase in the fees beyond those approved under Section 3.1.
- b) Any change in the schedule of progress which results in a longer period than provided in the schedule referred to in Subsection 1.19.1(b).

### 1.18 Federal and Provincial Requirements

The Contractor shall abide by all applicable Federal and Provincial Legislation and Regulations thereto as these may relate to, but not limited to, the employment of staff, compensation, Workplace Safety & Insurance Board (WSIB), OHSA etc.

1.20(b).

### 1.19 Appendix

**Appendix A** – Completed Tender Submission for Tender Document No. 17-03, attached.

The Appendix supplements Articles 2(a) ("Services to be Provided by the Contractor") and 2(b) ("Services to be Provided by the Municipality "). If any conflicts exist between the Appendix and Articles 2(a) and 2(b), the Municipality shall, act reasonably, resolve such conflict.

### 1.20 Conflict of Interest

The Contractor shall disclose to the Municipality prior to accepting an assignment, any potential conflict of interest. If such a conflict of interest does exist, the Municipality may, at its discretion, withhold the assignment from the Contractor until the matter is suitably resolved, and further

## ARTICLE 2 - SERVICES

Services to be provided as part of this Contract include the following:

### **ARTICLE 2 a) - SERVICES TO BE PROVIDED BY THE CONTRACTOR**

- The supply, hauling and spreading of 5/8" crushed stone from a quarry source onto unpaved roads within the Municipality and supply the remainder for pick up by Municipality.
- All as described in Section 7.0 of RFT 18-03



**ARTICLE 2 b) - SERVICES TO BE PROVIDED BY THE MUNICIPALITY**

- Attendance at Project Team meetings, as requested;
- Review, approval and payment of monthly Municipal invoices in accordance with this Contract;
- Review and approval of on-going Contractor work in a timely manner;
- Provide available background information to the Contractor, as requested;

**ARTICLE 3 - FEES AND DISBURSEMENTS****3.1 Fees for Completion of the Project**

The total fees and disbursements paid by the Municipality to the Contractor shall not exceed the total amount per Tonne of (insert bid price per tonne) for the provision of:

**The supply, hauling and spreading of 5/8" crushed stone from a quarry source onto unpaved roads within the Municipality and provide the remainder for pick up by Municipal Vehicles. Approximately 4 500 metric tonne.**

All fees quoted in Article 3.1 are exclusive of applicable taxes. Under no circumstances whatsoever shall the Contractor's total fees and disbursements exceed the fees quoted in Article 3.1 without the prior written approval of the Municipality.

**3.2 Payment****3.2.1 Measurement For Payment**

Payment at the contract unit price for the quantity measured will be full compensation for supply, weighing, hauling, spreading and stockpiling the remaining material, for supplying all labour, equipment and material except as otherwise specified, and for carrying out all work appurtenant to the production of the stockpile as specified above. Each load of material delivered shall be accompanied by a certified electronic weigh scale ticket.

**3.2.2 Basis of Payment**

Payment at the Contract unit price for the above tender item shall be full compensation for all labour, equipment and materials to do the Work.

When repairs or removals are warranted, the Contractor shall be responsible

for, and shall carry out, all associated work at no cost to the Owner.  
**IN WITNESS THEREOF** the parties hereto have executed this agreement by officers properly authorized on the day and year set out below.

SIGNED, SEALED AND DELIVERED at \_\_\_\_\_, Ontario, this \_\_\_\_ day  
of \_\_\_\_\_ 2018.

**CONTRACTOR:**       NAME:  
                                ADDRESS:

\_\_\_\_\_  
Signature of Authorized  
Official or Principal

\_\_\_\_\_  
WITNESS (required if the  
Contractor is not a Corporation)

\_\_\_\_\_  
(Print Name and State Title)

\_\_\_\_\_  
WITNESS (if required)

\_\_\_\_\_  
Signature of Authorized  
(Corporate Seal)  
Official or Partner

I/We have authority to bind the corporation

**THE CORPORATION OF THE TOWNSHIP OF TUDOR AND CASHEL**  
371 Weslemkoon Lake Road

\_\_\_\_\_  
Wanda Donaldson, Reeve

\_\_\_\_\_  
Bernice Crocker, Clerk/Treasurer

**Appendix A****ACKNOWLEDGEMENTS**

**I/WE ACKNOWLEDGE** that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

**I/WE ACKNOWLEDGE** that all matters stated in the submitted Tender are in all respects true.

**I/WE ACKNOWLEDGE** that \_\_\_\_\_ addenda have been received and that it is my/our ultimate responsibility to ensure all addenda issued have been received.

**I/WE ACKNOWLEDGE** that I/WE have carefully read Request for tenders **18-03 Supply of Crushed Stone**, and have satisfied ourselves as to the conditions under which the work is to be carried out, and do hereby make an offer with the Corporation of the Township of Tudor and Cashel to provide the necessary services for the completion of the **Supply, hauling and spreading of 5/8" crushed stone from a quarry source onto unpaved roads within the Municipality and supply the remainder for pickup by the municipality** at pricing indicated in **Appendix B – Pricing and Completion Schedule**.

**I/WE ACKNOWLEDGE** and warrant that the price submitted shall be firm for a period of one hundred-twenty (120) days from the date of the Tender Closing.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
Firm or Organization Name

\_\_\_\_\_  
Signing Authority

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

**Appendix B****PRICING AND COMPLETION SCHEDULE****Work Items**

<b><u>TASKS</u></b>	<b><u>QUANTITY (Metric Tonne)</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>AMOUNT</u></b>
Supply, Hauling, and Spreading of 5/8" Crushed Stone on <b>Gunter Lake Road</b> and East Road	3750	\$ _____	\$ _____
Supply of remaining of 5/8" Crushed Stone for pick up by municipality	750	\$ _____	\$ _____
<b>SUB TOTAL:</b>			\$ _____
<b>H.S.T.:</b>			\$ _____
<b>TOTAL:</b>			\$ _____

**The Tender Quantities are estimates only, and may be increased or decreased by the Roads Superintendent without alteration of the Contract Price. Should such increase or decrease exceed 15% of the Tender Quantities, however, either party to the Contract may submit a written request for a revision to the Unit Price, citing the reasons for said request.**

**2. HST**

HST Registration Number is: \_\_\_\_\_

**OR**

Operates as a Small Trader with the Federal Government: \_\_\_\_\_

**3. Completion**The timeframe for **commencement** of the project will be \_\_\_\_\_ (indicate # days after notification of award of the Work).The timeframe for **completion** of the project will be \_\_\_\_\_ (indicate # days after commencing the Work).

I/We have read the Tender Documents thoroughly, and understand the contractual requirements contained therein. Accordingly, I/We undertake to execute these contractual requirements for a total sum of:

\$ \_\_\_\_\_

**AMOUNT****AMOUNT IN WRITING**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Firm or Organization Name\_\_\_\_\_  
Signing Authority\_\_\_\_\_  
Street Address\_\_\_\_\_  
Signature\_\_\_\_\_  
City\_\_\_\_\_  
Postal Code\_\_\_\_\_  
Telephone Number\_\_\_\_\_  
Email Address\_\_\_\_\_  
Fax Number

**Appendix C****SUBCONTRACTORS**

If insufficient space is provided in this table please provide required information in the same format and attach to this Appendix.

	<b>Company Name/Address</b>	<b>Work to be performed</b>	<b>Contact Name/Phone</b>	<b>Position</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				

**Appendix D****REFERENCES**

If insufficient space is provided in this table please provide required information in the same format and attach to this Appendix.

	<b>Municipality/ Organization</b>	<b>Date of Work</b>	<b>Project</b>	<b>Contact Name/Phone</b>	<b>Position</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					

## **Glossary and Definitions**

### **Contractor**

A Contractor is a supplier to government who is providing goods or services subject to the terms and conditions of a contract with the Municipality. Most often, the term contractor is used to refer to a supplier of services.

### **Evaluation Committee**

An evaluation committee is a group of individuals responsible for evaluating Tenders received in a competitive procurement process, such as a response to a Request for tenders (RFT).

### **Proponent**

The term proponent refers to a vendor who responds to a Request for tenders (RFT) by submitting a Tender. The successful proponent is the vendor who is selected from the competitive process to supply government with the goods or services required.

### **Request for tenders (RFT)**

Request for tenders (RFT) refers to the process and documents used in government to solicit Tenders from vendors which will be evaluated on price as well as other criteria, including vendor qualifications and the proposed solution.

### **Solicitation**

Solicitation involves the act of obtaining bids, quotes, offers or Tenders.

### **Supplier**

The term supplier is often used interchangeably with the term vendor. However, in the context of government procurement, a supplier is a vendor who has been selected through a procurement process to supply government with goods or services.

### **Vendor**

In the context of government procurement, any party that is in the position of being able to sell goods or services to government (i.e., a potential supplier) is a vendor. Solicitation processes are designed to solicit bids and Tenders from many vendors.