



**Town of South Bruce Peninsula**

**Quotation PW 18-14**

**Supply and Stockpile Winter Sand and Salt**

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#### **Supply and Stockpile Winter Sand and Salt**

The Town of South Bruce Peninsula is requesting quotations for the supply and stockpiling of treated screened sand for winter sanding at the Albemarle Works Yard, 503 Bruce Road 9 and at the Amabel Sand/Salt Building, 413 Municipal Road. Sealed bids will be received at the Town of South Bruce Peninsula Municipal Office until **3:00 pm** local time on **September 11, 2018**.

Bid packages and details may be obtained from the Town of South Bruce Peninsula Municipal Office, at the address below, or on the Town website at [www.southbrucepeninsula.com](http://www.southbrucepeninsula.com)

Each quotation must be accompanied by a bid deposit in the amount of 10% of the bid. A certified cheque or bank draft payable to the Town of South Bruce Peninsula will be the only form of bid deposit accepted.

Quotations are subject to a formal contract being prepared and executed. Contract award is subject to Town of South Bruce Peninsula approval and subject to budgetary constraints. The lowest or any bid will not necessarily be accepted.

**Chris Cornfield**  
**Manager of Operations**  
**Town of South Bruce Peninsula**  
**315 George St., PO Box 310**  
**Warton ON N0H 2T0**  
**(519) 534-1400**

## Information to Bidders

### 1 General

Sealed bids will be received until **September 11, 2018 at 3:00 p.m.** in sealed envelopes clearly marked with the following:

**Supply and Stockpile Winter Sand and Salt**  
Quotation PW 18-14

**Town of South Bruce Peninsula**  
Attention: Chris Cornfield, Manager of Operations  
315 George St, PO Box 310  
Warton ON, N0H 2T0

**The envelope is to include the bidder company name and return mailing address.**

The bid must be submitted on the quotation forms as provided by the Town of South Bruce Peninsula. No changes may be made to bids after they have been received. If more than one (1) quotation form is submitted by a bidder, the only one considered and opened will be the envelope with the most recent time/date of receipt. Electronically transmitted bids (ie. fax or email) will not be considered.

### 2 Quotation Requirements

The following **must** be completed and submitted with your bid.

- Quotation Form Q-1
- Quotation Form Q-2 – References and Related Experience
- Bid Deposit (10% of bid)
- Statement by Bidder
- Addendum(s) (If any)

**Bids will be disqualified if the envelope does not include the quotation name and number and the bidder's name and address; bids will be disqualified if they are missing any of the required components.**

Bidders are required to prepare their bid in accordance with this quotation document, as well as the Town of South Bruce Peninsula's Purchasing Procedures (<https://southbrucepeninsula.civicweb.net/filepro/documents/33329?preview=42721>). The successful bidder will be required to enter into a contract with the Terms and

Conditions as set out in the quotation.

Bids shall be submitted on our quotation form only.

The bidder must submit a bid deposit in the amount of 10% of the total bid which will be held for performance security on the successful bidder. A certified cheque or bank draft, payable to the Town of South Bruce Peninsula, will be the only form of deposit accepted.

Quotations that do not comply strictly with our terms and conditions or bids which are incomplete, obscure or made subject to further conditions or qualified may be rejected as informal or disqualified by the Town of South Bruce Peninsula.

A bid may be withdrawn any time prior to closing.

The Town does not bind itself to accept the lowest or any bid submission. Bids must be legible and completed in ink or typewritten with all blanks filled in.

Within the bid submission, if the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.

The Town of South Bruce Peninsula reserves the right in its sole discretion to reject any or all bids, and the lowest or highest bid as the case may be will not necessarily be accepted.

### **3 Insurance**

Upon award of the contract, the successful bidder must furnish to the Corporation, at his/her cost, a certified copy of a liability insurance policy as detailed in the bid document. All minimum coverage is detailed below:

- \$5 million – general liability and automobile liability policies

Such policy shall contain:

- a “Cross Liability” clause or endorsement;
- an endorsement certifying that The Town of South Bruce Peninsula and the successful bidder are included as additional named insured;
- an endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Corporation.

The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation. The insurance coverage noted above shall be maintained in force throughout the term of the successful bidder’s contract agreement.

## **4 Equipment**

The successful bidder shall furnish and maintain all such equipment as is considered necessary for conducting the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be maintained in a satisfactory, safe efficient working condition. Equipment used by the successful bidder shall be such that no injury to the workers or property will result from its use. The successful bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and services performed hereunder. The successful bidder shall provide reasonable protection to prevent property loss or damage and/or personal injury to persons, including but not limited to employees performing such work and all other persons who may be affected thereby.

The successful bidder shall be responsible and accept all liability for the licensing, inspections and any compliance with federal, provincial or municipal laws as they pertain to the vehicles to be used. Furthermore, the successful bidder will furnish to the Town any and all vehicle safety certificates on the vehicles to be used under the contract if requested.

Where a vehicle is hauling material for use in the contract, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the successful bidder shall not cause or permit such vehicle to be loaded beyond the legal limit as specified under the *Highway Traffic Act*, whether such vehicle is registered in the name of the successful bidder or otherwise.

The equipment must be capable of adjustment to suit all operating conditions. Bidders shall make available all equipment for inspection by the Town prior to execution of the contract.

## **5 Bribery or Corrupt Practice**

Should the successful bidder or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Town Council, officers or servants of the Town, the Town of South Bruce Peninsula shall be at liberty to cancel the contract forthwith or to direct the Town to take the whole or any part of the works out of the hands of the successful bidder under the same provisions as those specified.

## **6 Assignment and Sub-letting**

Potential bidders should be aware that the successful bidder shall not assign or sublet the contract or any part thereof or any benefit or interest therein or thereunder, without the written consent of the Town of South Bruce Peninsula.

## **7 Employees**

The successful bidder agrees that the Town of South Bruce Peninsula is not to be deemed the employer of the successful bidder or its personnel under any circumstances whatsoever.

Should any overseer, mechanic, driver or workman employed on or about the work or in connection therewith give any just cause for complaint, the Town shall notify the successful bidder, in writing, stating the reasons therefore and the successful bidder shall dismiss such persons forthwith and he shall not again be employed by the successful bidder on any Town of South Bruce Peninsula work without the written consent of the Town.

## **8 No Smoking Policy**

The successful bidder, as well as their employee(s), must at all times abide by the Town's No Smoking Policy, Policy D.6.1, as well as any and all provincial and federal smoking regulations, when performing the work under the contract agreement.

## **9 Working Safely**

The successful bidder shall provide adequate protection for workers and the public at all times under the applicable Federal and Provincial Statutes, in accordance with all municipal by-laws and regulations together with any additional safety measures that may be necessary. The successful bidder shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and Occupational Health and Safety Act, and the Ontario Electrical Safety Code as applicable to the scope of work.

The successful bidder shall ensure that all employees are provided with and instructed in the use of safety equipment as required by the Occupational Health and Safety Act and by other regulations. Normal safety precautions should be observed while around and operating equipment.

The successful bidder shall observe and comply with all Municipal and Provincial safety regulations and shall obtain and pay for all permits, fees, etc. that may be applicable in carrying out the work.

The successful bidder must ensure that during the performance of the work of the contract, its personnel are equipped and wear appropriate personal protective equipment: footwear, head protection, etc.

A copy of the Health and Safety Policies of the Town of South Bruce Peninsula is available to the successful bidder upon request. The successful bidder is required to comply at a minimum with the safety standards of the Town of South Bruce Peninsula. The successful bidder shall provide a copy of their own Health and Safety Policy upon request.

The Town of South Bruce Peninsula retains the right to stop the successful bidder's work without penalty to the Town if the bidder does not comply with the Occupational Health and Safety Act and the Health and Safety Policies and Procedures of the Town of South Bruce Peninsula or creates an unacceptable health and safety hazard.

The successful bidder shall be responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act*, the *Employment Insurance Act* or any other *Act*, whether Provincial or Federal, in respect to all his employees or operations and shall, upon request, furnish the Town of South Bruce Peninsula with satisfactory evidence that as, the successful bidder, the provisions of any act have been complied with.

The successful bidder will provide to the Town a WSIB Clearance Certificate or proof of WSIB Independent Operator Status prior to the execution of any contract.

## **10 Accessibility Regulations for Contracted Services**

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability.
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
3. How to use equipment that is available on premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Town of South Bruce Peninsula must meet the requirements of Ontario Regulation 429/07 with regard to training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Town of South Bruce Peninsula upon request.

## **11 Other Rights**

No tender, proposal, or quotation will be accepted from any person or company which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contract without prior approval of Council. Payments

## **12 Payments**

Payment by the Town of South Bruce Peninsula to the successful bidder will be made in accordance with the quotation bid and completion of the contract to the satisfaction of the Town.

Upon completion of the work the successful bidder will submit an invoice to the Town of South Bruce Peninsula. Payment by the Town of South Bruce Peninsula to the successful bidder will be made within forty five (45) days of the date of the delivery of the invoice(s).

## **13 Sales Tax**

The bidder will not include the Harmonized Sales Tax (HST) in the quotation prices.

## **Scope and Specifications**

### **1 Scope of Work**

This quotation is for the supply and stockpiling of screened sand for winter sanding at the Albemarle Works Yard, 503 Bruce Road 9, and at the Amabel Sand/Salt Building, 413 Municipal Road. The work shall consist of supplying all screened sand, highway rock salt, labour, and equipment required to stockpile treated sand by mixing salt with sand. It is estimated that the quantity required at the Albemarle Works Yard will be 1300 tonnes, and the quantity for the Amabel Sand/Salt Building will be 2200 tonnes for a total of approximately 3500 tonnes, with an anticipated delivery date in September/October 2018.

Within the quotation prices, potential bidders are to include the cost to supply the screened sand and highway rock salt, as well as all labour and equipment required to complete the work.

The highway rock salt shall be sourced and delivered by the successful bidder, and shall be mixed thoroughly by the successful bidder with the screened winter sand, in a ratio of 5% salt to sand, to provide a homogeneous mixture. Based on the approximate quantity of sand required, the estimated quantity of salt required should be 175 tonnes.

The stockpile shall be built with a conveyor to permit the placing of material without compaction and to ensure the proper placing of materials. The winter sand and salt that is delivered to the Amabel Works Yard shall be placed within the Amabel Sand/Salt Building and the sand and salt that is delivered to the Albemarle Works Yard will be stockpiled outside, as directed by the Town. The stockpile shall be coned to avoid the ponding of water and to present the minimum exposed surface area. Spillage shall be picked up and returned to the stockpile as soon as practicable.

The successful bidder shall take all necessary precautions to avoid damage to paved surfaces.

Payment at the contract price shall be full compensation for all labour and equipment required to do the work in accordance with O.P.S.S. 314 – Tonne Measurement.

### **2 Treat and Restockpile Last Year's Sand**

The successful bidder shall re-stockpile the existing winter sand and add salt at the Albemarle Works Yard; the approximate quantity is 200 tonnes. Measurement for payment will be lump sum.

### **3 Ontario Provincial Standards**

The Ontario Provincial Standards Specifications (OPSS) shall apply to this project as determined by the Town, including but not limited to the newest version of OPSS 1004 –Material Specification For Aggregates – Miscellaneous.

OPSS Standards can be found online at: <http://www.ops.on.ca>

### **4 Testing of Materials**

Prior to commencing work the successful bidder shall make arrangements to have a sample of the material tested to determine if it is acceptable. No work is to be completed until satisfactory test results are obtained and approved by the Town. The initial testing and any re-testing of the materials and work shall be at the expense of the successful bidder.

### **5 References and Related Experience**

On the attached form, please provide at minimum, three (3) references of municipalities that your company has provided similar services in the past. References will be for contracts equal or greater in value and service requirements outlined in this quotation call. Bidders shall obtain permission from the references provided to use their names; the Town may contact any/all references provided. Failure of bidders to provide these references will invalidate the bid.

Bidders are required to enclose with their bid submission a list of any sub-contractors for work being performed; the Town reserves the right to approve or reject any/all sub-contractor(s).

### **6 Schedule**

The Town requires that all material is to be delivered and stockpiled by October 19, 2018. The Town of South Bruce Peninsula may at its discretion assess a penalty of not more than one thousand dollars (\$1,000.00) for each calendar day the completion of the contract exceeds the completion date stated on the tender documents and approved by the Town.

### Quotation Form Q-1

| Item                               | Description   | Unit     | Quantity | Unit Price<br>(Excluding HST) | Total Price<br>(Excluding HST) |
|------------------------------------|---|----------|----------|-------------------------------|--------------------------------|
| 1                                  | Supply screened winter sand with 5% salt mixture - load, haul, and stockpile (with conveyor) screened and treated winter sand to be delivered at the Albemarle Works Yard and the Amabel Sand/Salt Building | Tonnes   | 3500*    | \$                            | \$                             |
| 2                                  | Treat and re-stockpile previous year's winter sand (Albemarle)  | Lump sum | 1        | \$                            | \$                             |
| <b>Total Price (Excluding HST)</b> |   |          |          |                               | <b>\$</b>                      |

\* Final quantities may be modified pending final measurements and sand dome capacity; the successful bidder will be compensated for actual ticket quantities

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature of Authorized Person

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Name (Please Print)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 E-mail Address

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Fax

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Bidder's Initials

**Subcontractors:** Enclose a list of any sub-contractors for work being performed; the Town reserves the right to approve or reject any/all sub-contractor(s)

## Quotation Form Q-2

### References and Related Experience

Please provide at minimum, three (3) references of municipalities that your company has provided similar services in the past. References will be equal or greater in value and service requirements outlined in this tender call. Bidders shall obtain permission from the references provided to use their names; the Town may contact any/all references provided. Failure of bidders to provide these references will invalidate the bid.

| Description of Project/Contract | Municipality, Contact Name and Phone Number | Value of Contract | Year and Month of Contract |
|---------------------------------|---|-------------------|----------------------------|
|                                 |   |                   |                            |
|                                 |   |                   |                            |
|                                 |   |                   |                            |

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Bidder's Initials



## Statement by Bidder

Bid Document Name: **Supply and Stockpile Winter Sand and Salt**

Bid Document Number: **PW 18-14**

Bidder Company Name: \_\_\_\_\_

Bidder Company Address: \_\_\_\_\_

\_\_\_\_\_

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Position