



**Town of South Bruce Peninsula**

**Tender 20-04**

**Maintenance Gravel**

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### **Maintenance Gravel**

The Town of South Bruce Peninsula is requesting tenders for the supply, application, and stockpile of granular "A" maintenance gravel for the Town of South Bruce Peninsula. Sealed bids will be received at the Town of South Bruce Peninsula Municipal Office until **3:00 pm** local time on **February 19, 2020**.

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 tender 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.

Tenders are subject to a formal contract being prepared and executed. Final quantities required may vary depending on budget approval. Contract award is subject to Town of South Bruce Peninsula budget approval. The lowest or any bid will not necessarily be accepted.

**Lara Widdifield, C.E.T.**  
**Director of Public Works**  
**Town of South Bruce Peninsula**  
**315 George St., PO Box 310**  
**Warton ON N0H 2T0**  
**(519) 534-1400**

## Information to Bidders

### 1 General

Sealed tenders will be received until **February 19, 2020 at 3:00 pm** in a sealed envelope clearly marked with the following:

<p><b>Maintenance Gravel</b> Tender 20-04</p> <p><b>Town of South Bruce Peninsula</b> Attention: Lara Widdifield, C.E.T. Director of Public Works 315 George St, PO Box 310 Warton ON, N0H 2T0</p>
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**The envelope is to include the bidding company name and return mailing address.**

The bid must be submitted on the tender 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) tender 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 tenders (i.e. fax or email) will not be considered.

### 2 Tender Requirements

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

- Tender Form T-1
- Tender Form T-2 – References and Related Experience
- Tender Deposit (10% of the bid)
- Gradation Test – Granular “A” from source
- Statement by Bidder
- Addendum(s) (If any)

**The envelope is to include the bidding company name and return mailing address and reference the tender number.**

Bidders are required to prepare their bid in accordance with this tender document, as well as the Town of South Bruce Peninsula’s [Purchasing Procedures](#) . The successful bidder will be required to enter into a contract with the Terms and Conditions as set out in the tender.

Bids shall be submitted on our tender form.

The bidder must submit a tender deposit in the amount of 10% of the total tender 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 tender deposit accepted.

Tenders 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 tender. 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 shall obtain and maintain insurance coverage as outlined below, provided by (an) insurance company(ies) licensed to transact business in the Province of Ontario and of satisfactory financial standing to the Town. Evidence of such insurance shall be provided to the Town in the form of a Certificate of Insurance signed by an authorized signatory prior to the commencement of this Agreement and annually thereafter for the duration of the Agreement and as otherwise specified below:

1. Commercial General Liability insurance policy not less than \$5,000,000 per occurrence, which insures against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor. This policy shall include:
  - a. The Town of South Bruce Peninsula as Additional Insured
  - b. Cross Liability / Severability of Interests clause
  - c. Contractual Liability
  - d. Minimum thirty (30) day's written notice of cancellation or non-renewal to the Municipality
  - e. Non-owned automobile liability (SPF 6)

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 entire 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 contractor 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 contractor 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.

The Town reserves the right at its sole discretion to reject any bid submission or not enter into an agreement with any bidder if it is felt that any equipment is inappropriate for the 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 or influence 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 contractor 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 nor 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 Corporation 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.

## **12 Freedom of Information and Ownership of Documents**

Any personal information required on the tender forms is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act. This information will be an integral component of the tender submission.

All written tenders received by the Town become a public record and once a tender is accepted by the Town, all information contained in them is available to the public, including personal information. Bidders may mark any part of their submission as confidential except for the total contract/submission price and the bidder's name. The Town will use its best efforts not to disclose any information so marked but shall not be liable to a bidder where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law. Upon award, the Town may release the name of the successful bidder and the total bid price of the successful bidder.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, as amended, should be directed to:

Town of South Bruce Peninsula  
Attention: Clerk  
315 George St, PO Box 310  
Wiarton ON, N0H 2T0  
519-534-1400 ext. 122

All documents, including proposals, submitted to the Town of South Bruce Peninsula will become the property of the Town. If bidders desire their tender submission to be protected from disclosure under the above legislation, please provide a signed letter enclosed with the tender submission outlining the part of the submission to be protected. This letter will not guarantee that there will never be disclosure, but it does lay the groundwork for handling an application for disclosure by a third party under this legislation.

### **13 Conflict of Interest**

In addition to complying with the conflict of interest provisions, each bidder must declare in its submission any conflict of interest (actual or potential) which exists now or may exist in the future in respect of its participation in the tender process, the submission of its tender, and, if selected, the performance of its responsibilities. The Town will determine, in their sole discretion, whether any situation constitutes or may constitute a real or potential conflict of interest and reserves the right, in its sole discretion, to disqualify any bidder.

Bidders must also describe in the tender, their process for identifying, disclosing, reporting and dealing with conflicts of interest that may arise in the future.

### **14 Payments**

Payment by the Town of South Bruce Peninsula to the successful bidder will be made in accordance with the tender submission and completion of the work 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.

### **15 Sales Tax**

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

### **16 Inquires**

Inquiries concerning the **Technical Specifications** are to be directed to:

Chris Cornfield  
Manager of Operations  
(519) 534-1400 x 131  
[chris.cornfield@southbrucepeninsula.com](mailto:chris.cornfield@southbrucepeninsula.com)

## **Scope and Specifications**

### **1 Scope of Work**

This tender is for the purpose of the supply haul and apply road maintenance gravel and to provide a gravel stockpile, as directed by the Town. The contract will be for the 2020 calendar year only.

Award is subject to budget. The Town makes no representation or guarantee as to the quantity of work to be performed. The Town of South Bruce Peninsula reserves the right to increase/decrease gravel quantities required as municipal budget constraints and Council direction could result in quantity changes.

### **2 Specifications**

For the unit price tendered per tonne, the successful bidder shall supply, haul and coordinate with Town staff to apply 7/8" Granular "A" material from a quarry source to roads within the Town of South Bruce Peninsula, as per OPSS standard 1010, as directed by the Town.

Should budgetary constraints exist, the Town may require 2" crushed Granular "B" Type II to be applied to roads prior to the application of maintenance gravel, as well as various projects during the year, and asks bidders to provide a price per tonne for the material as a provisional item.

The successful bidder shall be capable of producing and applying a minimum of 1,200 tonnes per day. Failure to comply with this provision will result in a \$500.00 penalty for each occurrence. These costs may be deducted from the successful bidder's invoice by the Town. The successful bidder shall provide the Town with load ticket sheets for each truck on a daily basis.

### **3 Hours of Work**

No work will be permitted on South Bruce Peninsula roads before 7:00 am or after 7:00 pm, Monday to Friday without permission from the Town. Work is to be completed and coordinated with the Operations Supervisor(s).

### **4 Testing of Materials**

The granular "A" material will be tested by the bidder and a copy of the results of the gradation test from the proposed source pit is to be included with the tender submission. This test is to be completed in accordance with OPSS 1010 granular "A" requirements and is at the expense of the bidder.

Following contract award, the successful bidder shall allow the Town access to the aggregate source and the material being delivered to obtain random samples on a daily basis that the Town can test to ensure the material continues to meet requirements and specifications.

Should the materials from the samples fail to meet the requirements of the specifications, the Town reserves the right to suspend services and/or receive a reduction in cost based on the quality of the materials.

## **5 Traffic Control**

Traffic control and portable signage may be provided by the Town, but the successful bidder is ultimately responsible for ensuring each load is applied in a manner that protects the work zone and ensures the safe passage of traffic. The successful bidder will be required to coordinate with Town staff to ensure adequate availability of personnel during the works.

## **6 Equipment**

It is hereby understood and agreed that the successful bidder will provide the equipment and personnel to be used for the shipping and application of the granular materials. The Town will supply the personnel and equipment required to grade the granular materials into place on the roadway, and to pile the stockpile Granular "A". The successful bidder will be required to coordinate with Town staff to ensure adequate location and pace of dumping. The successful bidder may be required to provide varying sizes of trucks to navigate roads which have a limited road width and/or inadequate turn-around areas.

Only bidders having sufficient and adequate equipment to perform the work of this contract will be considered. The Town reserves the right to visit the bidder's premises to examine its resources.

## **7 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 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.

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).

## **8 Schedule**

The Town requires the granular material to be supplied, hauled and applied to Town roads starting **May 11, 2020** and completed by **June 12, 2020**. Failure to comply with this provision will result in a \$500.00 penalty for each day exceeding the completion date.

No extensions will be granted without the written consent of the Town of South Bruce Peninsula.

Stockpiled material shall be delivered throughout the year, as the Town directs.

### Tender Form T-1

Item	Item Description	Unit	Unit Quantity	Unit Price	Total Price (Excluding HST)
1	Maintenance Gravel (7/8" Granular "A")	tonnes	30,000*	\$	\$
2	Stockpile Gravel (7/8" Granular "A")	tonnes	2,000*	\$	\$
<b>Total Price for Items 1 – 2 (Excluding HST)</b>					<b>\$</b>
3	<i>Provisional Item -</i> Additional Gravel (2" Granular "B" Type II)	tonnes	2,000*	\$	\$
<b>Total Price for All Items (Excluding HST)</b>					<b>\$</b>

\* Final quantities may be altered pending budget allowances

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

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

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

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

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

Sub-contractors: 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)

## Tender Form T-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: **Maintenance Gravel**

Bid Document Number: **20-04**

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