



Municipality of Highlands East

Tender to Supply a Screened Stockpile of Winter Sand

T-02-2024



Tender Form – T-02-2024

To: Municipality of Highlands East

For: T-02-2024 Supply a Screened Stockpile of Winter Sand

By:

Name of Firm or Individual Tendering

Address of Firm or Individual Tendering

Phone Number of Firm or Individual Tendering

Name and Position of Person authorized to sign.

I/We, the undersigned, having carefully examined the Tender/Request for Proposal Specifications, and having read, understood, and accepted the General Conditions, Specifications and Drawings (if applicable) supplied, each and all of which form part of this Tender, hereby offer and agree to supply all goods and services required to complete the work in strict accordance with the General Conditions, Specification, Drawings and this Tender/Request for Proposal Form for the sum of:

_____ Dollars

\$ _____

(in words)

(in figures)



Supply a Screened Stockpile of Winter Sand

The Contractor hereby agrees to supply the material as specified in the Information to Suppliers section.

Description	Estimated Quantity	Price Per Tonne	H.S.T.	TOTAL BID PRICE
Supply, Screen and Stockpile	9,000 Tonnes	\$ _____	\$ _____	\$ _____

Pit Location:

Signed at _____ of _____ in the
 County/Region _____ this _____ day of _____, 2024.

 Authorized Signature

Affix Corporate Seal



Information to Suppliers

Type Of Contract	Supply approximately 9,000 Tonnes Winter Sand. Sand will be loaded and hauled by the Municipality of Highlands East or its representative.
Measurement	The Municipality may elect to measure the material either by the tonne (if scales are available) or per cubic yard (by truck box measurement) and will furnish the Contractor a summary of material taken in its sole discretion.
Completion Date	The Contractor shall have the material available to be hauled by Friday, August 2 nd , 2024. If this date is not met, the Contract will be rendered null and void unless suitable arrangements have been made with the Public Works Manager or his/her designate.
Material	Sand shall conform to the following gradation requirements: 100% passing 10 mm sieve. Both bottom sieves required to be 10mm sieve.
Payment	Payment will be made in response to the Contractor's invoice at the completion of the Contracted work. This payment will be made in one lump sum within 60 days of when all work has been completed to the satisfaction of the Public Works Manager. Payment to the Contractor shall be verified from measurements and/or records taken by the Public Works Manager or his designate.

Lowest or Any Tender May Not Be Accepted



Municipality of Highlands East

Request for Tender

T-02-2024

Contract Documents and Order of Precedence

The contract documents shall consist of **all** the pages of the Tender documents issued by the Municipality. Do not remove any pages from the Tender document.

Amendments to the contract, in the form of Change Notices shall take precedence over the documents or portions thereof amended thereby.

Change notices, appendices and addenda to any contract document shall be considered part of such documents.

The intent of the contract is that the company shall supply equipment, materials, or services complete and suitable for the Municipality's intended use.

None of the conditions contained in the Bidder's standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Municipality and set forth or specifically referred to therein.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

1. Tender Procedures

Tender will be called, received, evaluated, accepted and processed in accordance with the Municipality's Purchasing and Tendering Procedures. Tenders will close **Friday, May 3rd, 2024, at 1:30 pm**. Tenders on the prescribed Tender Form and sealed in an envelope clearly marked as such shall be received by Brittany McCaw, CAO/Treasurer at the following address: Email submissions will not be accepted.

Municipality of Highlands East
2249 Loop Road, P.O. Box 295
Wilberforce, ON K0L 3C0
Attention: Brittany McCaw, CAO/Treasurer



Tender Forms will be opened Friday, May 3rd, 2024, after closing at 1:35 pm at the Municipal Office.

2. Quantities

The estimated quantities in the Tender are approximate only and the quantity of material or work done can be raised or lowered at the discretion of the Municipality. No claim or re-negotiation of the unit price bid will be entertained or honored on the basis of increase or decrease from the estimated quantities.

3. Bid Acceptance

The Municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Tender, and to award contracts to one or more bidders submitting identical Tenders as to price; to accept or reject and Tender in whole or in part; to waive irregularities and omissions. If in doing so, the best interests of the Municipality will be served. No liability shall accrue to the Municipality for its decision in this regard.

Tender shall be irrevocable for 60 days after the official closing time.

The acceptance of any Tender is subject to appropriate funding acceptable to the Municipality.

4. Disclosure

The names of bidders and total bid prices will be made available at the public Tender opening. After the Tender opening, requests may be submitted to the Municipality for the results, and only the names of bidders and total bid prices as read out at the Tender opening will be given in the reply.

5. Pricing Requirement

Prices shall be in Canadian Funds.

All bids shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Provincial Sales Tax and Goods and Services Tax shall be shown as extra, unless otherwise specified.

Except as may be provided elsewhere in this document, the bid shall not be subject to adjustment for any cost of the work to the company.



6. Terms of Payment

Payment will be made on a per unit basis. Unless progress payments or any alternate payment terms are specified in the Tender, the tendered price may be invoiced after pickup and shall be payable 30 days from receipt of invoice.

The Municipality shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

7. Insurance

The successful bidder will be required to provide proof of general liability insurance.

8. Workplace Safety and Insurance Board

The successful bidder is required to provide a Clearance Certificate

9. Patents and Copyright

The company shall at its expense, defend all claims, actions or proceedings against the Municipality based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Municipality all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the Municipality by reason thereof.

The company shall pay all royalties and patent license fees required for the work. If the work or any part thereof is in any action or proceeding held to constitute an infringement, the company shall forthwith either secure for the Municipality the right to continue using the work, or shall at the company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

10. Assignment

The company shall not assign the contract or any portion thereof without the prior written consent of the Municipality.

11. Laws and Regulation

The company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The company shall



be responsible for ensuring similar compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario. The contractor shall conform to and enforce strict compliance with the Construction Safety Act, and Regulations made under the Act. The successful bidder, for purposes of the Occupational Health and Safety Act, will be designated as the contractor for this project and will assume all of the responsibilities of the contractor set out in that Act and its regulations and shall be responsible for any costs to defend charges as a result of any violation.

12. Default by Company

- A. If the company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice; terminate the contract.

- B. If the company; fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with or persistently disregard statues, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Municipality's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Municipality may, upon expiration of ten (10) days from the date of written notice to the company, terminate the contract.

- C. Any termination of the contract by the Municipality as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have.

- D. If the Municipality terminates the contract, it is entitled to:
 - i. take possession of all of the work in progress and finish the work by whatever means the Municipality may deem appropriate under the circumstances.



- ii. withhold any further payments to the company until its liability to the Municipality is ascertained.
- iii. recover from the company loss, damage and expense incurred by the Municipality by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the Municipality).

13. Contract Cancellation

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the company shall negotiate a settlement.

The Municipality shall not be liable to the company for loss of anticipated profit on the cancelled portion or portions of the work.

Notwithstanding the provisions of the tender, the Municipality shall not be liable for damages or liquidated damages arising from the termination or postponement of any tender released or contract entered into with a bidder, if and to the extent that its delay in performance or other failure to perform the obligations under the contract, is the result of an event of force majeure.

Force majeure means an event beyond the control of the Municipality and not involving the Municipality's fault or negligence and not foreseeable. Such events may include, but not restricted to fire, flood, natural disaster,

pandemics, epidemics, plague and quarantine restrictions.

If a force majeure situation arises, the Municipality shall promptly notify any bidders of such conditions and cause thereof. The Municipality shall at its sole discretion determine whether to terminate or postpone any tender or contract either released or entered into with a bidder.

14. Occupational Health and Safety

The Municipality of Highlands East has a commitment to the Health and Safety of its employees and expects the same commitment on the part of contractors to the Municipality.



For the purpose of the Occupational Health and Safety Act, the successful tenderer is considered to be the “Contractor” as defined in the Act. It is specifically drawn to the attention of the tenderer that the Occupational Health and Safety Act provides in addition to other things that.

“A Contractor shall ensure, on a project undertaken by the Contractor that,

- A. the measures and procedures prescribed by this Act and the regulations are carried out on the project.
- B. every employer and every worker performing work on the project complies with this Act and the regulations; and
- C. the health and safety of workers on the project is protected.”

15. Complaints

Any complaint on the process and procedures outlined in “A by-law to define the procedures with respect to the procurement of goods and services by the Corporation of the Municipality of Highlands East” shall be in writing and shall be submitted to the CAO/Treasurer for review and response.

A complaint on the process and procedures related to the award of a tender, or quotation must be submitted within seven (7) working days of the date of the award.

Special Provisions:

1. All costs for the use, construction and/or maintenance of access roads and/or haul roads to the source of the material shall be included in the per unit prices bid for the granular material.
2. All costs for the clearing, grubbing, stripping and/or restoring granular pits shall be included in the per unit prices bid for the granular material.
3. Include an option for additional material.
4. Maximum haulage distance shall be 35km one way to the destination of 19897 Highway 118, Tory Hill, Ontario.

Please direct any inquiries pertaining to this Tender in writing to:

Perry Kelly, CRS-S

Public Works Manager perrykelly@highlandseast.ca