



MUNICIPALITY OF GREENSTONE

P.O. Box 70, 1800 Main Street
Geraldton, Ontario P0T 1M0
Telephone 807-854-1100
Facsimile 807-854-1947

SUPPLY & DELIVERY OF WINTER SAND (Three-Year Term)

TENDER NO. PS-2017-13

INSTRUCTIONS TO BIDDERS

1. GENERAL DESCRIPTION

This Tender is issued for the procurement of the Supply & Delivery of Winter Sand for the Municipality of Greenstone winter road maintenance program.

2. DATE AND PLACE FOR RECEIVING TENDER SUBMISSIONS

Tenders are to be submitted in duplicate in a sealed envelope marked "**TENDER PS-2017-13 SUPPLY & DELIVERY OF WINTER SAND**" by 3:00 pm, local time, Monday, October 16, 2017 to:

Gabrielle Lecuyer, Clerk
Greenstone Administrative Office
Municipality of Greenstone
P.O. Box 70, 1800 Main Street
Geraldton, Ontario P0T 1M0

Tenders received after 3:00 pm, local time, Monday, October 16, 2017 will be returned unopened.

Tenders will be opened publicly by the Clerk at 3:10 pm on Monday, October 16, 2017 at the Administration Office, unless the Clerk or designate acting reasonably postpones the start to some later hour. The opening shall continue once started, until the last bid is opened.

Bids must be submitted on the attached "Tender Form."

The Corporation of the Municipality of Greenstone will not be responsible for any submission which is lost or misplaced as a result of failure to address or seal the envelope as instructed.

All unit prices must be clearly indicated and all extensions and lump sum prices written in legible figures.

The bid must not be restricted by a statement added to the submission or by a covering letter, or by alterations to the Tender Form, as supplied by the Municipality of Greenstone unless otherwise provided herein.

The Tender Form must be signed in the space provided on the Tender Form, with the signature of the bidder and/or responsible official of the firm. If a joint tender form is submitted, it must be signed and addressed on behalf of each of the bidders.

3. CONFIDENTIALITY

Refer to the Procurement By-law (By-law 17-23), posted on the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>

4. CLARIFICATION

It will be the bidder's responsibility to clarify any details in question before submitting a bid. Any inquiries must be in writing and addressed to:

Robert Gendreau, Manager of Public Works
Greenstone Administration Building
Email: robert.gendreau@greenstone.ca
Fax: (807) 854-1468

Deadline for queries is 4:00 pm on Wednesday, October 4, 2017.

An addendum will be issued up to 7 business days prior to the closing date for items that require clarification or if an error is identified. All Addenda shall become an integral part of the Tender Documents and allowed for by the Tenderer in its Tender and Tender pricing.

It is the bidder's responsibility to check the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property> for any Addenda or updates prior to submitting a bid.

5. WITHDRAWAL OF TENDER

Refer to the Procurement By-law (By-law 17-23), posted on the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>

6. DISQUALIFICATION OF BIDDERS

Refer to the Procurement By-law (By-law 17-23), posted on the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>

7. ERRORS AND CORRECTIONS

Refer to the Procurement By-law (By-law 17-23), posted on the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>

8. ANNOUNCEMENT

Tenders are officially awarded in accordance with established policies. No announcement concerning the awarding of any Tender will be made until official approval is granted.

9. ACCEPTANCE OR REJECTION OF TENDERS

Refer to the Procurement By-law (By-law 17-23), posted on the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>

The Municipality reserves the right to consider, during the evaluation of Tenders:

- (a) Information provided in the Tender document itself;
- (b) Information provided in response to enquiries of credit and industry references set out in the Tender;
- (c) Information received in response to enquiries made by the Municipality of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience, and capabilities of the Tenderer;
- (d) The manner in which the Tenderer provides services to others;
- (e) The experience and qualification of the Tenderer's senior management, and project management;
- (f) The compliance of the Tenderer with the Municipality's requirements and specifications, and
- (g) Any other thing or matter which the Municipality, in its sole unfettered discretion, deems appropriate.

10. INDEMNITY

The Contractor shall indemnify and save harmless the Corporation of the Municipality of Greenstone from and against all liens, damages, losses, claims, demand payments, suits, actions, recoveries and judgments of every nature and description brought against him and/or the Municipality by reason of any act or omission of the said contractor, his agents, or employees in the execution of, or as a result of the work or in the guarding of it. All permits and fees applicable shall be acquired and paid for by the Contractor.

11. HEALTH & SAFETY

The Corporation of the Municipality of Greenstone recognizes and promotes good health and safety in order to prevent injuries and occupational illnesses.

Successful bidder(s) must be prepared and will be expected to demonstrate, illustrate and make aware of all applicable features of the equipment being purchased by the Municipality of Greenstone in regards to health and safety concerns.

SPECIFICATIONS

1. SCOPE AND PURPOSE

These specifications outline the requirements of the Municipality of Greenstone in respect of the supply and delivery of screened winter sand to Public Works Yards for use in winter-time road maintenance activities.

2. TERM OF CONTRACT

The annual supply and delivery of screened winter sand shall occur over a three year term (2017/2018, 2018/2019, 2019/2020).

The Municipality may terminate this contract forthwith for reason of unsatisfactory performance by the Contractor.

3. DETAILS OF THE ITEMS(S) AND/OR SERVICE(S) REQUIRED

The successful bidder shall deliver the specified quantity of screened winter sand during the month of October for each year specified, during the regular working hours of Public Works staff (7:30 am to 4:00 pm, Monday to Friday).

Delivery of specified pre-season orders shall be completed within 14 days of receiving notice. Additional quantities may be requested as required throughout the winter season.

The quantities of screened winter sand specified below shall be delivered by truck to the following locations in the year 2017:

Quantities of winter sand required:

Geraldton Ward	2000 cubic yards
Longlac Ward	1000 cubic yards
Beardmore Ward	250 cubic yards

The contractor shall mix the winter sand with bulk de-icing road salt (sodium chloride) provided by the Municipality at each site.

Delivery locations are as follows:

Geraldton Ward Public Works
210 First Avenue North, Geraldton, ON

Longlac Ward Public Works
105 Hamel Avenue, Longlac, ON

Beardmore Ward Public Works
193 Main Street, Beardmore, ON

Volume increases (above the 2,500 cubic yards specified on the Tender Form) for the Seasons 2018/2019 and 2019/2020 shall be specified by the Manager of Public Works.

4. PRODUCT MEASUREMENT & INSPECTION

Winter sand specified shall be measured by truck box measurement in cubic yards. The loaded vehicle shall not exceed its registered gross weight on municipal streets.

Loads of winter sand will only be accepted during normal working hours and days (7:30 a.m. to 12:00 p.m. and 12:30 p.m. to 4:00 p.m., Monday through Friday – except for public holidays) unless prior arrangements have been made by the contractor with the Director.

Winter sand must be inspected by the Director of Public Services or his designate upon delivery.

5. RESPONSIBILITY FOR DAMAGE

The Contractor shall repair, replace or restore to its original condition any material, surface or item damaged by their operation.

6. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages caused by them or their employees, agents or any works or persons employed by them, or under control, or arising from the prosecution of the work, or by reason of the existence or location or condition of work or any materials, plant or machinery used thereon, or therein, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the contract, and agrees to hold the owner safe and harmless from any such claims by third parties, including any legal costs incurred by the owner in connection therewith on a solicitor/client basis.

7. INSURANCE

- (a) The Contractor shall provide and maintain at their expense, a policy of insurance during the term of the contract in the amount of not less than **TWO MILLION DOLLARS** (\$2,000,000.00) for public liability and property damages coverage. Such insurance shall cover the Contractor, their employees, agents or any workers or persons employed by them or under their control.
- (b) The Contractor shall provide the Municipality with proof of such insurance at the commencement of the contract.

8. WORKERS' SAFETY INSURANCE BOARD (WSIB)

- (a) The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to WSIB.
- (b) The Contractor shall, at the time of entering into the contract, submit a letter of good standing from WSIB that all assessments or compensation payable to WSIB have been paid and the owner may at anytime during the term of or at the completion of the contract require a further declaration that all such assessments or compensation have been paid.

9. CONTRACTOR'S PERSONNEL

- (a) The Contractor shall employ sufficiently experienced and competent trained employees to adequately perform all the specified duties and services.
- (b) Contractor's employees shall only be allowed on or in the premises for the performance of contract services.

12. PAYMENT TO CONTRACTOR

Payment to the contractor will be made within 30 days of receipt of the contractor's invoice.

Every load shall be quantified with a load tally slip which is to be provided to the Municipality of Greenstone.

GENERAL TERMS & CONDITIONS

1. The price quoted on the Tender Form is a **FIRM PRICE**.
2. Where applicable the price **IS TO INCLUDE** all duty, special taxes, customs, clearances, cartage, freight and all other charges now or hereafter imposed or in force.
3. **HARMONIZED SALES TAX (HST)** to be **EXTRA** (if applicable) and shown separately on invoicing.
4. All taxes must be **SHOWN SEPARATELY** on invoicing i.e. Harmonized Sales Tax (HST).
5. Bidders are required to complete all blank spaces in the Tender.
6. By submitting this Tender, Bidders acknowledge that the Owner has the right to reject any or all Tenders, and has no claim against the Owner if the Owner elects to reject any or all Tenders including the Bidder who submits the low Total Tender Price.
7. I/We agree that the Municipality of Greenstone has the right to contract that service which in its opinion most closely represents its best interest.

CONFIRM AND ACKNOWLEDGE THE ABOVE: _____

HEALTH & SAFETY

The Corporation of the Municipality of Greenstone recognizes and promotes good health and safety in order to prevent injuries and occupational illnesses.

Successful bidder(s) must be prepared and will be expected to demonstrate, illustrate and make aware of all applicable features of the equipment being purchased by the Municipality in regards to health and safety concerns.

CONFIRM AND ACKNOWLEDGE THE ABOVE: _____

A. INSURANCE – RISK AND INJURY

1. LIABILITY INSURANCE

The Contractor shall obtain and maintain Comprehensive General Liability Insurance against Bodily Injury and Property Damage claims.

a) Such insurance shall include coverage for:

- i. Completed Operations,
- ii. Non-Owned Automobile Liability,
- iii. Occurrence Property Damage.

b) Shall contain a clause stating that such insurance shall remain in force and not be amended, cancelled or allowed to lapse without thirty (30) days prior written notice being given to each of the named insured.

c) Be subject to an inclusive limit of not less than \$2,000,000.00.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

2. AUTOMOBILE INSURANCE

The Contractor shall insure and maintain against liability for Bodily Injury and Property Damage caused by automobiles owned or leased by the Contractor.

a) Such insurance shall be subject to an inclusive limit of not less than \$2,000,000.00.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

3. INSURANCE CERTIFICATE

- a) **Prior to the issuance of a purchase order and the commencement of any work** under this contract the Contractor must have filed with the Municipality of Greenstone, to the attention of the Clerk, the **CERTIFICATE OF INSURANCE** which forms part of this document, evidencing full compliance with the clauses pertaining to INSURANCE.
- b) The Certificate of Insurance **MUST** be signed by **AN INSURANCE AGENT**.
- c) Any updated Certificate of Insurance **MUST** be forwarded to the Clerk.
- d) **\$2,000,000.00** Certificate of Insurance **SHALL BE REQUIRED** from the successful Contractor.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

B. WORKERS' SAFETY INSURANCE BOARD (WSIB) REQUIREMENTS

1. CONTRACTORS (WITH EMPLOYEES)

- a) Upon the receipt of a successful bid the Contractor shall provide to the Municipality of Greenstone a copy of an updated **CERTIFICATE of CLEARANCE**, from the Workers' Safety Insurance Board (WSIB).
- b) The Municipality will not issue a purchase order to any contractor until **CONFIRMATION** from the WSIB is received.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

2. CONTRACTORS (WITHOUT EMPLOYEES - INDEPENDENT OPERATORS)

(An "independent operator" is a person who carries on an industry set out in Schedule 1 or Schedule 2 of the Act and who does not employ any workers for that purpose.)

- a) Upon the receipt of a successful bid the Independent Operator shall obtain a **Determining Worker / Independent Operator Status** form from the Municipality of Greenstone to apply for an **INDEPENDENT OPERATOR LETTER** from the Workers' Safety Insurance Board (WSIB).

b) The Municipality will not issue a purchase order to any contractor until **CONFIRMATION** from the WSIB is received.

If further information on WSIB is required, please contact the local WSIB office at 343-1743.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

C. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

In accordance with the Accessibility for Ontarians with Disabilities Act, 2005” Accessibility Standards for Customer Service”, every provider of goods and services (Contractor) who interact with the public or other third party on the Municipalities behalf, must have Accessible Customer Service Training.

Contractors are fully responsible for providing Accessible Customer Service Training to all of their staff who provides these services. Training shall include but not limited to:

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

Contractors are also responsible to ensure that their subcontractors who may interact with the public or other third party on the Municipalities behalf have been trained to the same standards as outlined above.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

D. INDEMNITY

The Contractor shall indemnify and save harmless the Corporation of the Municipality of Greenstone from and against all liens, damages, losses, claims, demand payments, suits, actions, recoveries and judgments of every nature and description brought against him and/or the Municipality by reason of any act or omission of the said contractor, his agents, or employees in the execution of, or as a result of the work or in the guarding of it. All permits and fees applicable shall be acquired and paid for by the Contractor.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

E. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the quality of materials to be encountered, the character of equipment and facilities needed in the completion of the work.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

F. HEALTH & SAFETY

- a) **Contractors will follow the Occupational Health and Safety Act and Regulations for Industrial Establishments and Construction Projects.**
- b) **Contractors will follow the Policies and Procedures set out in the Municipality of Greenstone Health and Safety Manual.**
- c) Contractors will follow the Policies and Procedures set out in their own Health and Safety Operations Manual.
- d) Contractors, workers, operators and drivers shall be competent workers.
- e) Contractors are fully trained in the operation of their equipment and can provide documentation to prove so.
- f) Contractors have training files on all employees.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

TENDER FORM

TENDER NO. PS-2017-13 SUPPLY & DELIVERY OF WINTER SAND

I/We, the undersigned, do hereby tender and offer to enter into contract with The Corporation of the Municipality of Greenstone for the **SUPPLY & DELIVERY OF WINTER SAND** in accordance with the attached Terms and Conditions and all the specifications and terms of the Corporation's tender which are set forth below and attached at the prices indicated in the space provided for that purpose.

DESCRIPTION	BID (unit price)	HST	TOTAL
Supply & Delivery of 3,250 cubic yards of Winter Sand to various locations within the Municipality of Greenstone in 2017	\$ _____ (price / cubic yard)	\$ _____ (price / cubic yard)	\$ _____ (price / cubic yard)
Supply & Delivery of a minimum of 2,500 cubic yards of Winter Sand to various locations within the Municipality of Greenstone in 2018	\$ _____ (price / cubic yard)	\$ _____ (price / cubic yard)	\$ _____ (price / cubic yard)
Supply & Delivery of a minimum of 2,500 cubic yards of Winter Sand to various locations within the Municipality of Greenstone in 2019	\$ _____ (price / cubic yard)	\$ _____ (price / cubic yard)	\$ _____ (price / cubic yard)

ALL BID RATES MUST SHOW TAXES SEPARATELY

TENDER NO. PS-2017-13
SUPPLY & DELIVERY OF WINTER SAND

NAME _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

EMAIL _____

SIGNATURE _____

DATE _____

I hereby confirm/acknowledge that I have read and understand the instructions, specifications and terms and conditions contained in this document.

Signature of Bidder

ANY OR ALL TENDERS MAY NOT NECESSARILY BE ACCEPTED