



**THE MUNICIPALITY OF CENTRAL MANITOULIN**

**REQUEST FOR TENDER 08-2024**

**SUPPLY AND STOCKPILE OF  
WINTER SAND (4% SALT)**

Sealed tenders clearly marked as to contents will be received until:

**TENDERS CLOSE: Wednesday July 26<sup>th</sup>, 2024 at 10:00am EDT**

DENISE DEFORGE, CAO / CLERK  
THE MUNICIPALITY OF CENTRAL MANITOULIN  
6020 HWY 542, P.O. BOX 420  
MINDEMOYA, ON P0P 1S0

LATE TENDERS WILL NOT BE ACCEPTED

## Table of Contents

Table of Contents .....	2
1.0 INTRODUCTION AND GENERAL INSTRUCTIONS .....	3
1.1 Introduction.....	3
1.2 Submission of Tenders.....	3
1.3 Contacts.....	4
1.4 Schedule.....	4
1.5 Required Review and Clarification.....	4
1.6 Amendments to the RFT .....	5
1.7 Opening of Tenders.....	5
1.8 Reserved Rights of the Municipality of Central Manitoulin .....	5
1.9 Not Responsible for Costs.....	6
1.10 Tender Expiry Date.....	6
1.11 Confidentiality and Ownership .....	6
1.12 Invoicing .....	7
1.13 Freedom of Information .....	7
1.14 Additional Requirements .....	7
2.0 PROCEDURE AND REQUIREMENTS.....	8
2.1 Procedure .....	8
2.2 Requirements .....	8
2.3 Basis of Rejection of Tender.....	8
3.0 SCOPE OF TENDER .....	9
3.1 General Conditions & Provisions .....	9
4.0 FORM OF TENDER .....	11

## 1.0 INTRODUCTION AND GENERAL INSTRUCTIONS

### 1.1 Introduction

The Municipality of Central Manitoulin is inviting tenders for the supply of Winter Sand for the Municipality of Central Manitoulin for a term of one (1) year with an optional one (1) year extension.

This Request for Tenders document (and any other applicable attachments or addenda) is available in PDF format through the Municipality of Central Manitoulin's website at <http://www.centralmanitoulin.ca/administration/proposal-requests>

### 1.2 Submission of Tenders

Tenders shall be submitted in the form and format specified within this document and shall include the completed Form of Tenders included as Section 4 at the end of this document. A designated signing officer authorized to bind the Vendor to the provisions of their Tender must sign the Form of Tender.

Each Bidder is asked to submit **one (1) set** of the Tender. All Tenders must be signed, sealed, the envelope marked with the Bidder's name and the Project Name, and received by:

Municipality of Central Manitoulin  
6020 Hwy. 542, P.O. box 420, Mindemoya, ON P0P 1S0

**Project Name: TENDER 08-2024 Winter Sand**

**Tenders must be received no later than 10:00am local time, on Wednesday July 24, 2024.**

**Please be aware that the preferred method of delivery is completed by a belt stacker.**

Tenders must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender supplied unless otherwise provided in the RFT.

The onus unequivocally remains with the Bidder to ensure that the Municipality of Central Manitoulin receives Tenders delivered or sent by courier prior to the Tender Submission Deadline, in accordance with the submission process described in this section. Tenders received after the Tender Submission Deadline will not be considered and will be returned unopened. Faxed or electronic submissions will not be accepted in response to this RFT.

### 1.3 Contacts

All questions or inquiries must be made in writing or email to the Lead Contact named below:

Ron Klingenberg  
Roads Superintendent  
Email: roads@centralmanitoulin.ca

**IMPORTANT:** A Bidder may be disqualified if they make inquiries, between the Tender issue date and the notification of the Award, in a manner other than that described in this RFT or to anyone involved in the process who is not the Lead Contact, including but not limited to the members of Council. This is to ensure that each Bidder receives the same information, and that no Bidder receives unfair treatment during the RFT process.

### 1.4 Schedule

The schedule set out herein represents the Municipality of Central Manitoulin’s best estimate of the schedule that will be followed, and it is intended to be a guideline.

The approximate schedule is as follows:

RFT issue date	Wednesday July 5 <sup>th</sup> , 2024
Tender Submission Deadline (see Section 1.02)	Wednesday July 26, 2024 @ 10:00am
Tender Opening	Wednesday July 26, 2024 @ 10:30am
Anticipated notification of award  *Draft results will be posted on the Municipal Website as soon as they are available*	Wednesday August 7th  (Provided Council approve on August 15,2024)

### 1.5 Required Review and Clarification

Bidders shall carefully review this RFT. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Lead Contact. This will allow time for the

issuance of any necessary addenda. Protests based on any omission or error or on the content of the RFT will be disallowed if these perceived faults have not been brought to the attention of the Lead Contact.

In submitting a Tender, the Bidder acknowledges that they have read, completely understand, and accepted the terms and conditions of the RFT in full. The Municipality of Central Manitoulin is not responsible for any misunderstanding of the RFT.

## 1.6 Amendments to the RFT

The Municipality of Central Manitoulin may issue addenda to clarify and/or modify certain aspects of the RFT prior to the Tender Submission Deadline. Addenda shall be posted to <http://www.centralmanitoulin.ca/administration/proposal-requests> and shall be available in the Municipal Office.

## 1.7 Opening of Tenders

There will be a formal tender opening on Wednesday July 26<sup>th</sup>, at 10:30am in the Municipal Council Chamber. The Roads Committee will examine all tenders in detail at the committee meeting on August 6<sup>th</sup>, 2024, and present their recommendation to Council on August 15<sup>th</sup>, 2024. The lowest Tender will not necessarily be accepted.

## 1.8 Reserved Rights of the Municipality of Central Manitoulin

The Municipality of Central Manitoulin reserves the right to:

- a) make public the names of any or all Bidders and their quoted price.
- b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Tender.
- c) adjust a Bidder's scoring or reject a Bidder's Tender based on;
  - i. financial analysis.
  - ii. information provided by references.
  - iii. the Bidder's past performance on previous contracts awarded by the Municipality of Central Manitoulin
  - iv. the information provided by a Bidder pursuant to the Municipality of Central Manitoulin exercising its clarification rights under this RFT process; or
  - v. other relevant information that arises during the RFT process.
- d) verify with any Bidder or with a third party any information set out in a Tender.
- e) check references other than those provided by any Bidder.

- f) disqualify any Bidder whose Tender contains misrepresentations or any other inaccurate or misleading information, or any qualifications.
- g) disqualifies any Bidder or the Tender of any Bidder who has engaged in conduct prohibited by this RFT.
- h) make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT.
- i) select the Bidder other than the Bidder whose Tender reflects the lowest cost to the Municipality of Central Manitoulin or the highest overall score.
- j) cancel this RFT process at any stage.
- k) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables.
- l) accept or reject any or all Tenders in whole or in part.
- m) discuss with any Bidder different or additional terms to those contemplated in this RFT or in any Bidder's Tender.
- n) if a single Tender is received, reject the Tender of the sole Bidder and cancel this RFT process
- o) to negotiate with the two lowest Bidder(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

## 1.9 Not Responsible for Costs

The Municipality of Central Manitoulin shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Tender. The Municipality of Central Manitoulin shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting from the Municipality of Central Manitoulin exercising any of its expressed or implied rights under this RFT.

## 1.10 Tender Expiry Date

Bidders hereby acknowledge that their Tenders shall be irrevocable for a period of 30 days from the Tender submission deadline. Extensions to this period may be granted with the mutual agreement of the Municipality of Central Manitoulin and the successful Bidder and may be initiated by either party.

## 1.11 Confidentiality and Ownership

Any information provided to the Bidder by the Municipality of Central Manitoulin before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in anyway unless otherwise identified or permitted by the Municipality of Central Manitoulin. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Municipality of Central

Manitoulin. However, intellectual property, such as specific tools, templates, processes, etc. that the Bidder provides as part of the deliverables remains the property of the Bidder.

## 1.12 Invoicing

The Bidder shall provide invoices for payment to the Municipality of Central Manitoulin upon delivery of the selected unit(s). Invoices shall clearly state what has been supplied with a description of the unit. It should be noted that the Municipality of Central Manitoulin's standard terms of payment are net 30 calendar days from the date of invoice.

## 1.13 Freedom of Information

Any personal information required in the Tender is received under the authority of the Municipality of Central Manitoulin. This information shall be an integral component of the submission. All written Tenders received by the Municipality of Central Manitoulin become a public record. Once a Tender is accepted by the Municipality of Central Manitoulin and the contract has been awarded, all information contained in the Tenders may be available to the public, including personal information.

Questions about the collection of personal information and the Municipal Freedom of Information and Protection Privacy Act, 1989, R.S.O. 1990, as amended may be directed to the Municipal office.

## 1.14 Additional Requirements

The successful Bidder shall ensure that all services and products provided in respect to this Tender are done so in accordance with and under the authorization of all applicable authorities, municipal, provincial, and/or federal legislation.

## 2.0 PROCEDURE AND REQUIREMENTS

### 2.1 Procedure

All inquiries concerning the Tender, prior to closing, shall be directed to Ron Klingenberg, Roads Superintendent. Notification of Acceptance of Tender will be by telephone and written form of notice, to the address of the Contractor used on the bid form by Ron Klingenberg, Roads Superintendent. The Date of Acceptance shall be deemed to be the date or receipt of the Acceptance Notice by the Contractor. A Tender may be voided by superseding it with a later Tender or letter of withdrawal, prior to the closing date and time.

### 2.2 Requirements

- a) Attached to this Tender is a Certified Cheque, in the amount of ten percent (10%) of the total Tender, made payable to The Municipality of Central Manitoulin. The proceeds of this cheque shall, upon acceptance of the Tender, constitute a deposit which shall be fortified to the Municipality if the Contractor fails to perform the work in accordance with the conditions and specifications referred to or contained in this Tender.
- b) The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least two million dollars (\$2,000,000) per occurrence in the name of the Municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit.
- c) The successful bidder shall also deliver proof of Workman's Safety Insurance Board coverage within ten (10) calendar days of receiving the Acceptance Notice.

### 2.3 Basis of Rejection of Tender

Tenders not conforming to the following requirements will be disqualified:

- Tender must be legible, in ink, typewritten, or by printer.
- Tender must be in the possession of the Municipality of Central Manitoulin by the closing date and time and on form provided.
- Tender must be signed and sealed by an authorized official of the bidding organization. A joint Tender must be signed and sealed by each Company.



## 3.0 SCOPE OF TENDER

### 3.1 General Conditions & Provisions

- a) The work will include the supply, screening, loading, hauling, blending with salt, and stockpiling of winter sand that meets the requirements of this contract. The sand will conform to the latest version of OPSS 1004. All materials that fail to meet the specified requirements may be rejected by the Municipality.
- b) Any delivery of sand with chunks, including frozen chunks, of 1 cm in diameter or greater will be rejected and removed from the sand sheds at the Contractors expense. All costs incurred by the Municipality for service or repairs or both Municipality's equipment because of damage caused by the said chunks shall be paid for by the Contractor.
- c) The contractor is responsible for providing bulk highway salt to be mixed with the sand in the correct proportions. The Contractor is responsible for accurately weighing and mixing the bulk salt to the sand in correct proportions of 4%.
- d) All stockpiles shall be constructed inside the sand storage facility and shall be constructed by means of a stacker or conveyor system equipped with a 4" screen at the intake to prevent any oversize or frozen material from entering the stockpile. The mixing and stockpile operation shall be completed in such a manner that Municipal trucks and loaders can still have periodic access to sand if they are performing winter maintenance operations during the Contractor's operations.
- e) Payment, Hold Back, and Completion
  - i. In addition to the normal ten percent (10%) holdback, additional holdback, may be retained to cover any written liens submitted during the Contract as soon as possible following the certification by the Contractor and any sub-contractors.
  - ii. The Contractor shall return the certified final estimate and Worker's Safety Insurance Board clearances within thirty (30) calendar days.
  - iii. Holdback not including an amount retained for unresolved claims will be released to the Contractor forty-five (45) calendar days after certification by the Municipality that the Contract is complete. (See the Construction Lien Act).
- f) Performance Evaluation

In addition to the penalty under "completion date", failure to execute the Contract in a competent manner shall result in the bidder's disqualification from bidding on the Municipality's contract for a period of two (2) years.

g) Cubic Meter Measurement

Materials will be measured in cubic meters (loose) by predetermined truck capacities. The predetermined capacity of each truck will be that computed from its box dimensions. The maximum depth of the truck box for payment purposes will be from the top of the steel box to the bottom (excluding sideboards). Loading of each truck shall be kept to not less than the predetermined capacity. Each truck shall bear an identification symbol, followed by the predetermined capacity of the truck. Sideboards shall be a minimum of 8" or 20 cm.

h) Completion Date

- i. The Contractor shall complete the work by: **October 11<sup>th</sup>, 2024.**
- ii. if the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit the work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the works.
- iii. If the work is not completed by the above date, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the Municipality a sum of two hundred dollars (\$200) per calendar day for each day's delay in finishing the work, excluding weekends.

## 4.0 FORM OF TENDER

I/We, the Undersigned, having examined this Request for Tenders, do hereby offer to enter into an Agreement with the Municipality of Central Manitoulin to provide a supply **1800 cubic meters (m3)** of Winter Sand mixed with 4% salt by 12:00pm (local time) on Friday October 11th, 2024, under the terms as included.

I, We

\_\_\_\_\_  
(Name-Print)

\_\_\_\_\_  
(Position)

Of

\_\_\_\_\_  
(Company Name)

Dated at \_\_\_\_\_ am / pm, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

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

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Fax No.

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

Signature in the designated space, by an authorized officer of the Bidder's company affirms acceptance of the Request for Tender requirements set forth in this document, the associated costs attributed to the business arrangement between the Bidder and the Municipality of Central Manitoulin, and hereby certifies that the information supplied in this Tender to be true and complete in all respects.

Company Seal

It is also agreed that, upon acceptance in writing by the Municipality, this Tender Form becomes the “Agreement for the Performance of the Work” between the Contractor and the Municipality.

**Figure #1: Tender 12-2023 Winter Sand/Salt 2000 cubic meters**

Item No.	Item Description	Unit	Quantity	Unit Price Supply & Delivery Mechanical Mix		Total
1	Supply, Screen & Stockpile in Shed	m <sup>3</sup>	1800			
<b>Estimated Tender</b>						
<b>H.S.T.</b>						
<b>Total Estimated Tender</b>						