

THE CORPORATION OF THE TOWN OF SMOOTH ROCK FALLS



**SMOOTH  
ROCK FALLS**



*Near north, near perfect.  
Presque nord, presque parfaite.*

**SUPPLY OF TREATED WINTER**

**SAND RFQ 2020**

**ISSUE DATE: September 28, 2020**

**CLOSING DATE: October 7, 2020 @ 11:30 am**

**OFFICIAL REQUEST FOR QUOTATION**

## INSTRUCTIONS TO PROPONENTS

### 1. SCOPE OF WORK

The Town of Smooth Rock Falls (the “Town”) invites proposals for supply and delivery of winter sand.

1.1. The scope of work involves the supply of treated sand that meets a 5% salt content approximately 800 tonnes are required. The winter sand shall be delivered to Public Works at 142 First Avenue.

Sand shall not contain soft or friable particles or dirt in excess of 8% as determined by the Ministry of Transportation abrasion test and shall be screened so as to meet the following gradation requirements. A sieve analysis certificate shall be provided to the Town of Smooth Rock Falls at delivery.

**TABLE 12**

<b>Gradation Requirements for Winter Sand Sieve Size</b>	<b>Gradation (LS-602), Percent Passing</b>
9.5 mm	100.0 (Note 1)
6.7 mm	97 - 100
4.75 mm	90 - 100
2.36 mm	50 - 95
1.18 mm	20 - 90
600 µm	0 - 70
300 µm	0 - 35
150 µm	0 - 15
75 µm	0 - 5.0

Notes:

1. In addition to LS-602, to be confirmed by visual inspection of the stockpile.  
A. The minimum size of the test sample shall be 5 kg. Following oven drying, the sample shall be sieved on the 9.5 mm, 6.7 mm, and 4.75 mm sieves. Material passing the 4.75 mm sieve shall be split to an appropriate size according to LS-602 for subsequent washing and fine sieving. The final grading shall be calculated according to LS-602 as the percentage of material passing each sieve based on the total mass of the oven dried sample.

Prior to commencing work, the Vendor shall provide the Municipality with the material testing results for gradation from a certified laboratory. The results shall conform to OPS 1004. During the course of the contract the Municipality may randomly sample the material being supplied to ensure compliance.

1.2. The Town will receive sealed Proposals until 11:30:00 a.m. Eastern Time on October 7<sup>th</sup>, 2020 (“RFP Closing”). The Proposals will be opened and the bid amount duly recorded at the RFP Closing. Vendors submitting a RFP please be aware there is no public opening of Proposals. Faxed Proposals will not be accepted and will be returned to Proponent.

1.3. The Vendor must perform the Work:

- a) In compliance with all laws of Ontario, Canada and Town of Smooth Rock Falls Bylaws, and
- b) With the degree of care, skill, and diligence normally applied in the performance of services of a similar nature;

- c) In accordance with current industry practices; and
- d) In conformance with the latest design standards and codes applicable at the time of design

## **2. TERMS AND CONDITIONS**

2.1. The prices quoted shall be in Canadian dollars and with all necessary import clearances and documentation.

2.2. All Vendors are requested to list on a separate sheet, any features that they are providing in addition to the basic specifications provided herein and submit this information with their bid.

2.3. The Town further reserves the right to negotiate and to refine the requirements where it is in the Town's best interest to do so.

2.4. The Town reserves the right to accept or reject any or all bids as it deems to be of their interest to do so.

## **3. SAFETY REQUIREMENTS**

3.1. The Proponent will meet all Federal and Provincial safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.

## **4. SUPERVISION AND EMPLOYEE CONDUCT**

4.1. Vendor must provide proper supervision of their employees as appropriate and will be held responsible for the conduct of their employees. The Town requires that all people employed by the Vendor and subcontractor perform their tasks in a courteous and professional manner and technicians are expected to be knowledgeable in all aspects of their duties and display good customer service skills. Misconduct will not be tolerated.

## **5. WORK SCHEDULE**

5.1. The Vendor will begin the Work once the Contract has been awarded. The Town anticipates that the Contract will be awarded by October 8<sup>th</sup>, 2020. The sand is to be delivered by October 23<sup>rd</sup>, 2020. The Town reserves the right, at its own discretion, to cancel the Contract for all work not completed by this date and to contract out any remaining work or to extend the Contract due to uncontrollable circumstances. Once the project has commenced, it will continue on a regular full work schedule until completed. The Vendor shall remain fully engaged until the project is complete.

## **6. PROTECTION OF PERSON AND PROPERTY**

6.1. The Vendor shall use due care so that no persons are injured, no property is damaged or lost, and no rights are infringed upon in the supply of the goods and/or services, and the Vendor shall be solely responsible for all loss, damages, costs, and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the goods or services or caused in any other manner whatsoever by the Vendor, its employees or agents.

## **7. LAW ABIDANCE**

7.1. The Proponent shall abide by the provisions of all legislative enactments, statutes, by laws and regulations in regard to safety in the Province of Ontario.

## **8. ACQUAINTANCE WITH SPECIFICATIONS**

8.1. It is the responsibility of the Proponents to review all of the Town's requirements. Failure of the Proponent to be acquainted with this information shall not relieve him/her from any obligations of the bid requirements.

## **9. REQUIREMENTS**

9.1. To perform the contract in accordance with the terms, provisions, and conditions of the contract, all specifications and requirements of the Town and any supplemental directives issued by the Town and in accordance with the bid pursuant to which the contract had been awarded, any item which fails in any way to meet the terms of the contract is subject to rejection, or to be paid for on an adjusted basis, and the decision of the Town is final.

## **10. TOTAL PRICE**

10.1. Total price on the Proponent's proposal sheet must include items listed in the specifications.

## **11. VENDOR CAPABILITY**

11.1. A Proponent must be prepared, if requested, to present evidence of experience, ability, capacity, and financial resources and reputation deemed necessary by the Town in the performance of the contract.

## **12. COLLUSION / CONFLICTS**

12.1. By their submission of their bid, the Vendor declares that the bid is NOT made in connection with any other Vendors. Submitting an offer for the same goods or services, and is in all respects fair and without collusion or fraud and further that no Member of Council, and no officer or employee of the Town is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived therefrom.

## **13. NEGOTIATIONS**

13.1. Terms, conditions and pricing submitted in response to this request shall remain firm in accordance with the terms, conditions and instructions of this request. In the event however, that particular for any aspect of the work or deliverables are unclear or vague, and the Vendor proposes a unique solution or product, discussions may be required to clarify elements of the bid or proposal. In addition, once submissions have been ranked in accordance with evaluation methodology, negotiations

may be conducted with the top ranked Vendors in each category, in order to refine any particulars, which may not otherwise be evident.

#### **14. VENDORS INFORMATION AND UNDERSTANDING**

14.1. Vendors are cautioned to review all of the enclosed terms and conditions as they contain many important instructions and considerations, which may affect the bid. The submission of a bid shall be deemed proof that the Vendor has satisfied him/herself as to all the provisions of the request, all the conditions which may be encountered, what materials will be required, or any other matter which may enter into the carrying out of the contract to a satisfactory conclusion, and no claims will be entertained by the Town based on the assertion by the Vendor that he/she was uninformed as to any of the provisions or conditions intended to be covered by the contract. It is the Vendor's responsibility to clarify with the Town, any details in question mentioned or not in the request, BEFORE submitting a bid.

#### **15. VERBAL INFORMATION**

15.1. No verbal instructions or verbal information to Vendors will be binding on the Town. All written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the official closing. Should alterations to the bid request form be deemed necessary by the Town, these alterations will be made in the form of written addenda which shall be posted to the Town webpage and bidding portal. The addenda shall be considered as part of the request.

#### **INFORMATION AND INSTRUCTIONS**

#### **16. PURPOSE**

16.1. This Request for Proposal states the instruction for submitting proposals and the procedure by which Vendor will be selected.

#### **17. DEFINITIONS**

17.1. Hereinafter, each company receiving this Request for Proposals is referred to as a "Vendor" and/or "Company", a Vendor's proposal in response to this Request for Proposals is referred to as a "Proposal" and the Town of Smooth Rock Falls shall hereinafter be referred to as the "Town."

#### **18. ISSUING OFFICE**

Yvan Marchand  
Treasurer  
Town of | Ville de Smooth Rock Falls  
142 First Avenue, P.O. Box 249  
Smooth Rock Falls, ON P0L 2B0  
Email: ymarchand@townsrf.ca

## **19. CLOSING DATE AND TIME**

19.1. Quotations, signed by the Vendor's authorized representative and enclosed in the envelope provided for the purpose, must be received by the Issuing Office, not later than Tuesday

**October 7<sup>th</sup>, 2020 at 11:30 a.m. local time.**

19.2. The Town of Smooth Rock Falls will not accept submission of any Quotations after the closing date and time.

## **20. INQUIRES AND CHANGES**

20.1. Any inquiries regarding the Quote should be directed to:

Shane D. Skinner  
Director of Public Works  
Town of | Ville de Smooth Rock Falls  
142 First Avenue, P.O. Box 249  
Smooth Rock Falls, ON P0L 2B0  
Email: shane.skinner@townsrf.ca

24.2. The Town reserves the right, at its sole discretion, to negotiate with any Vendor as it sees fit, or with another Vendor or Vendors concurrently. In no event will the Town be required to offer any modified terms to any other Vendor. The Town shall incur no liability to any other Vendor as a result of such negotiations or modifications.

## **25. PROOF OF ABILITY/PRIOR EXPERIENCE**

25.1. The Vendor may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed sub-Vendor, to perform the work by the specified delivery date. The Town shall be entitled to take into account as part of its evaluation of any Proposal any past experience that the Town or any of its member municipalities or related or affiliated organizations have had with any Vendor, whether favourable or unfavourable, and including specifically any contracts, contract disputes, litigation or other experience or dealings whatsoever or reputation that the Vendors may have, or any of them, with such entities.

## **26. PRICING REQUIREMENT**

26.1. Prices shall be in Canadian Funds, for the Work or material, delivered and installed.

26.2. All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work except for Provincial Sales Tax, as applicable, which shall be shown as extra, unless otherwise specified. If the Vendor intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

26.3. This is intended to be a fixed price contract with no extras. All work required or desired under the terms of this RFP is to be included in the price and the price is not to be subject to adjustment, including due to unknown or undisclosed conditions, increases in costs and taxes, cost of labour, unavailability of labour or materials, increases in cost of materials other than the changes in Provincial Sales Tax or Goods and Services Tax rates.

26.4. In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

## **27. TERMS OF PAYMENT**

27.1. Unless progress payments or alternative payment terms are specifically agreed to under the terms of the RFP and any Proposal, as accepted by the Town, the contract price shall be invoiced after delivery of material or services rendered and acceptance and testing and payable thirty (30) days from the later of such date and the date of receipt of invoice. Any alternative payment terms, including the cost thereof, to the Town and its financing parties, will be considered as an element of valuation in the financial evaluation of any proposals.

27.2. As funding is provided primarily from the federal and provincial governments under contracts with the entities administering federal/provincial infrastructure projects, including Industry Canada, any funding and payments thereunder will be subject to the requirements of such program and contracts with the Town.

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

## **28.7. OCCUPATIONAL HEALTH & SAFETY ACT**

28.1. The Vendor acknowledges that it has read and understood the Occupational Health and Safety Act together with the Vendor's and the Town's Health and Safety Policies and Procedures.

28.2. The Vendor covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Vendor's and the Town's Health and Safety Policies and Procedures.

28.2.1. The Vendor agrees to indemnify and save the Town harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Town's and/or the Vendor's Health and Safety Policies and Procedures.

28.2.2. The Vendor agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Town and the Vendor's Health and Safety Policies and Procedures and copy requirements of the Town and to ensure compliance therewith.

28.2.3. The Vendor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Town and the Vendor's Health and Safety Policies and Procedures whether by the Vendor or any of its sub-Vendors may result in the Vendor and/or sub-Vendor being

removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Vendor by the Town.

28.2.4. The Vendor shall allow access to the work site on demand to representatives of the Town to inspect work sites to ensure compliance with the Contract and the Town's Policies and Procedures.

28.2.5. The Vendor agrees that any damages or fines that may be assessed against the Town by reason of a breach or breaches of the Occupational Health and Safety Act by the Vendor or any of its sub-Vendors will entitle the Town to set-off the damages so assessed against any monies that the Town may from time to time owe the Vendor under this contract or under any other contract whatsoever.

28.2.6. Where any portion of the work or services in this Contract is contracted to a sub Vendor, the Vendor agrees that the provisions of this section will apply to the sub Vendor and the Vendor will enforce said provisions.

28.2.7. The Vendor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act

28.2.8. And shall provide appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

28.2.9. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Vendor shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

28.3. The Town reserves the right to cancel any contract for noncompliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

## **29. ENVIRONMENTAL**

29.1. The Vendor shall be responsible in respect of all environmental matters including compliance with any and all environmental laws, rules, regulations, statutes, and orders of any governmental or regulatory body or authority having jurisdiction in connection with this RFQ, the Agreement and the construction and delivery of the Work and the operation of any fiber optic network or other facilities after its construction, including any environmental liabilities, any clean-up obligations, any fines, penalties or interest resulting from any condition of the Work, properties or the facilities, whether pre-existing, known or unknown, disclosed or undisclosed or which occur after the date of the Agreement.



## **VENDOR'S RESPONSIBILITIES**

### **30. INSURANCE**

30.1. All goods and services shall be delivered FOB Smooth Rock Falls, Ontario, and shall remain the property of the Vendor until a physical inspection is made and thereafter accepted to the satisfaction of the Town of Smooth Rock Falls in compliance with conditions and specifications described herein.

All respective insurance coverage shall be the responsibility of the Vendor until acceptance is given by the Town of Smooth Rock Falls.

### **31. FREEDOM OF INFORMATION**

31.1. Release of information contained within a respondent's document will be subject to the Municipal Freedom of Information. Extracts of documents submitted and the costs of their solutions may be used as part of a public document for reporting purposes. Respondents must indicate in their submission which, if any, parts of their response are exempt from disclosure due to proprietary information.

31.2. Requests for information other than standard public information (i.e., names of those submitting tender, total amount of bid not individual line costs) must be dated and submitted in writing to the Purchasing Supervisor, after which time the municipality has thirty days to respond.

31.3. In conducting discussions with Vendors there shall be no disclosure of any information derived from quotations submitted by competing Proponents.

### **32. COMPLIANCE WITH LAWS**

32.1. Vendors are assumed to have made themselves familiar with, and will abide by the Federal, Provincial, Municipal Laws, Rules and Regulations including amendments thereto, which are applicable and in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. Vendors shall carefully examine and study all of the documentation in order to satisfy themselves by examination as to all conditions affecting the scope of work to fulfill the contract

## **CONDITIONS**

### **33. TAXES**

33.1. Goods and Services Tax and Provincial Sales Tax are applicable, but shall not be included in the bid amount. HST of 13% will apply to all payments for services rendered.

### **34. WITHDRAWAL PROCEDURE**

34.1. Bids may only be withdrawn prior to the closing date upon providing a written request.

34.2. The Vendor who has submitted a response may request that the bid be withdrawn. Adjustments or corrections to a bid already submitted will not be allowed. The withdrawal will be allowed if the request is made by mail, fax or in person, directly to the Director of Public Works or his/her designate, before closing time, and only if verification of source is possible. Telephone requests will not be considered.

34.3. When a withdrawal request is made in person, the authorized requester shall sign withdrawal form confirming the request. When requests are made by mail or fax, they shall be confirmed by telephone prior to acceptance.

34.4. Bids confirmed as withdrawn prior to closing time shall be returned unopened.

34.5. The withdrawal of a bid does not disqualify a Vendor from submitting another bid on the same contract provided it is submitted prior to closing date and time.

34.6. Withdrawal requests received after the Proposal closing will not be allowed.

### **35. QUOTATION PRICES**

35.1. Bid prices must be valid for 90 days after the proposal closing date stated herein.

35.2. In the event of any discrepancy between the unit price and the extension(s), the unit price shall govern.

35.3. The total price and payment is to be shown and made in Canadian Funds.

35.4. No extra charges will be permitted unless written authorization is obtained from the Town.

35.5. The Vendor warrants that the services supplied to the Town of Smooth Rock Falls conform in all respects to the standards set forth by Federal and Provincial Legislation, Ministries, Boards and Agencies and in particular the Occupation Health and Safety Act and Regulations thereto. Failure to comply with these conditions will be considered a breach of contract.

35.6. No Vendor is relieved from completing the contract merely because detailed conditions and specifications of the various components are not set out in the bid document.

35.7. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his/her right thereafter to enforce such provision or to seek damages for the breach thereof. Successful Vendors, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of Ontario. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his/her undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

35.8. The submission of a quotation shall be deemed proof that the Vendor has satisfied himself/herself as to all the provisions of the goods/services, all the conditions which may be encountered, what goods and services he/she will be required to supply, or any other matter which may enter into the carrying out of the supply of goods and services referred to in the proposal; and no claims will be entertained by the Town of Smooth Rock Falls based on the assertion by the Vendor that he/she was uninformed as to any of the requirements of the proposal.

35.9. In case of default of the Vendor, the Town of Smooth Rock Falls reserves the right to procure the goods and services from other sources and any added expense will be charged to the undersigned Vendor. The Vendor agrees to indemnify and save harmless the Town of Smooth Rock Fall sand all Municipal officers, employees, servants and agents; officers, employees, servants and agents of its Boards and Commissions and volunteers, from all claims, costs, actions, suits, damages or expenses which may arise by reason of the execution of his/her proposal or the performance of any of the terms of his/her proposal or in any way incidental to the proposal.

35.10. This indemnification shall also apply in respect of any claims for injuries or damages that may be sustained by the Vendor or any of his/her employees during the performance and fulfillment of this supply of goods/service. Should the Town of Smooth Rock Falls receive any demand or claim arising out of the performance of this supply of goods/service, the Vendor shall pay to the Town of Smooth Rock Falls such claims. The Vendor shall also pay to the Town of Smooth Rock Falls any demand, cost, charge, damages or expenses which may be paid or incurred by the Town of Smooth Rock Falls or any of its servants, officers or agents in settlement of or on account of the payment for any loss, damages or expenses payable by the Town of Smooth Rock Falls or its officers, servants and agents, and any monies payable by the Vendor under the terms and conditions of this supply of goods/service may be deducted from monies payable under this supply of goods/service which are then remaining in the possession of the Town of Smooth Rock Falls on account of this supply of goods/service, and to any court of competent jurisdiction as monies paid on behalf of the Vendor

**SCHEDULE A**

**DISCLOSURE OF SCHEDULE, REFERENCES, AND PRICING**

**1. SCHEDULE**

The Town anticipates awarding the Contract by October 8th, 2020. The Work must be completed by October 23rd, 2020. Please produce your schedule that will meet the completion date.

Program Start Date: \_\_\_\_\_, 2020

Program Completion Date: \_\_\_\_\_, 2020

**2. REFERENCES**

Provide at least three (3) references, preferably of other municipal, provincial or federal government organizations for which you are currently or have recently supplied winter sand, which are identical or similar to the requirements of this RFP. Please provide references stating organization, name, contact name, phone number, fax number and brief description of work performed. The Town reserves the right to contact all references, including the Town’s internal assessment of current performance, if any.

Organization Name:
Contact Name, Title:
Phone:
Description of Work Performed:

Organization Name:
Contact Name, Title:
Phone:
Description of Work Performed:

Organization Name:
Contact Name, Title:
Phone:
Description of Work Performed:

### 3. PRICING

This is a Unit Price Contract. Pricing is in Canadian Dollars. HST is shown as a separate line item. All pricing shall be inclusive of all equipment, materials, labour, permits, fees, licenses and all other related costs necessary to complete all Work successfully as stated within this RFP. Quantities stated within this RFP are estimates only.

Description	Pricing based on approx. 800 Tonnes
Supply and Delivery of Winter Sand	\$ /Tonne
Subtotal	\$
HST @ 13%	\$
Total Unit Price	\$

PROPONENT MUST COMPLETE ALL APPLICABLE SPACES ABOVE.

PRICES MUST BE IN CANADIAN FUNDS.

**SCHEDULE B**  
**QUOTATION SUBMISSION FORM**

**Proponent Information (Please Print)**

Company Name:
Address: Contact:
City Phone:
Province: Fax:
Postal Code: Email:
H.S.T. Registration Number:

**INSURANCE**

Insurance Coverage
Agency, Insurance Company
Policy Number

I/We agree to supply the goods, materials or services for the unit prices stated herein.

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Name of Authorized Company (Please Print)

\_\_\_\_\_  
Official Title (Please Print)

**PLEASE NOTE:**

**PERSON SIGNING MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY/INDIVIDUAL REPRESENTED, AND TO BIND THE COMPANY/INDIVIDUAL TO STATEMENTS MADE IN RESPONSE TO THIS CONTRACT. FAILURE TO SIGN THE SUBMISSION FORM MAY RESULT IN THE QUOTATION BEING REJECTED.**