



Public Works Department

Request for Tenders – Tender No. PW-RFT-02-2025 Screen and Stockpile Winter Sand

The Township of Algonquin Highlands (the “Owner”) is seeking Tenders from qualified contractors to screen and stockpile winter sand in the Township of Algonquin Highlands.

Tenders Received at the Township of Algonquin Highlands Administration Office by:

Melanie Oates – Public Works Administrative Assistant
1123 North Shore Road
Algonquin Highlands, ON K0M 1S0
Phone: 705-489-2379 extension 352
Email: moates@algonquinhighlands.ca

Request for Tender documents must be downloaded from the Township of Algonquin Highlands website. www.algonquinhighlands.ca

Questions Deadline: 4:30 p.m. Local Time, April 29, 2025

Submission Deadline: Tenders must be signed and are expected to be clearly marked with the Request for Tender name and number on the outside of the Tender package. Tenders must be received at the Township of Algonquin Highlands Administration Office by **1:00 p.m. Local Time on May 14, 2025.**

The Owner reserves the right to accept or reject all or part of any Tender and also reserves the right to accept other than the lowest Tender and to cancel this Request for Tenders at any time.

All purchases made by the Owner are done in accordance with its Purchasing Policy By-Law 04-36, which covers the acquisition of all goods and services.

Part 1: Purpose of Procurement

1.1 Scope of Work

Within the two work locations, pit run material will be screened to make winter sand at both locations as specified herein and in accordance with the Ontario Provincial Standards Specifications (OPSS).PROV 1004 (2012), Table 12. The sand will be stacked with a belt stacker in a designated location, and the tailings will be piled in a designated location on each site.

Aggregates larger than 9.5mm or 3/8” will not be accepted. The Owner may test the size of the aggregate to ensure it meets the required specifications.

Location and Quantity

1756 Braeloch Road, Algonquin Highlands – 8000 tonnes

Deliverables

Within the pit, work will consist of:

- i. Screen pit run.
- ii. Stack 8000 tonnes of screened sand at the Braeloch location.
- iii. Keep the tailings pile pushed up in the designated area at the location.
- iv. Build berms at the edge of step banks after excavation of pit run if required.

Work is expected to begin no earlier than August 22, 2025. The expectation of the Owner is for contracted work to be completed by October 1, 2025.

1.2 Elective Site Visit

Bidders who wish to visit the site must do so by appointment. Contact the RFT Contact to schedule any site visits.

1.3 Owner Responsibilities

Prior to the initiation of work, the Owner will:

- i. Clearly mark out all the boundaries for the contractor to remove pit run material.
- ii. Provide a key for the locked gates at each location.
- iii. Clearly mark out the locations for the sand and tailings to be piled.

1.4 Pricing Requirements

Pricing for location should include an itemized breakdown of the hourly labor rate, equipment and operation, materials, travel, and any disbursements associated with each of the deliverables listed in the scope of work.

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The total cost, including all fees and disbursements, will become the upset limit of the Contract, which shall not be exceeded without prior authorization from the Owner. The Contractor shall be responsible for all project costs.

Prices and charges Bid shall be firm without escalator clauses or other qualifications and be expressed in Canadian currency. All applicable duty and excise taxes shall be included, excluding Harmonized Sales Tax (H.S.T.), which should be shown separately in the Financial Tender, where applicable.

Should any additional tax, duty or variation in any tax or duty imposed by the Government of Canada or Province of Ontario become directly applicable to the Contract following the Submission Deadline and before the delivery of the completed project covered by the Contract, any appropriate increase or decrease in the price of the work may be negotiated to compensate for such changes as of the effective date.

Part 2: Definitions

Agreement: means the legal document submitted by the Bidder in their Tender that binds the Bidder and Owner, subject to the provisions of the Contract.

Award: is the notification to a Successful Bidder of acceptance of a Bid which brings a Contract into existence.

Bid: means an offer or submission from a Bidder in the form of a Quotation, Tender, or Tender, submitted in response to a solicitation from the Owner.

Competent Supervisor: A person who is in charge of a workplace or has authority over workers. Is qualified because of knowledge, training, and experience to organize the work and its performance. Is familiar with the Occupational Health and Safety Act and the regulations that apply to the work; and has knowledge of any potential of actual danger to health and safety in the workplace.

Conflict of Interest: Is defined as the situation or circumstance, real, or perceived, which could give a Supplier an unfair advantage during a procurement process or compromise the ability of a Supplier to perform their obligations under the Contract.

Contract: means a binding agreement for the purchase or disposal of good and/or services. A Contract may be a fully executed legal agreement, in a form satisfactory to the Owner, and a Purchase Order issued for the Bid Request of the Owner.

Contract Administrator: Owner representative responsible for monitoring the progress of the Contract and ensures it is executed to completion.

Contractor: means the Bidder that is successful in this RFT and that enters into the Contract with the Owner.

Days: means calendar days.

Bidder General Conditions: Wherever a reference is made to the General Conditions, it

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shall be interpreted as meaning the OPS General Conditions of Contract, November 2018. The OPS General Conditions and Supplementary General Conditions have not been reproduced as part of this document. It will be the Contractor's responsibility to obtain current copies of the General Conditions and Supplementary General Conditions.

Lowest Compliant Bid: means the lowest price submitted (excluding HST) which meets the requirements and specifications as set out in the Bid request.

Bidder Member Municipality: refers to one or more of the following Member Municipalities: The Municipality of Dysart et al, the Municipality of Highlands East, the Township of Algonquin Highlands, and/or the Township of Minden Hills.

Owner: means the Township of Algonquin Highlands, as referenced to in the Request for Tender document.

Bidder: means an entity that submits a Bid in response to this RFT and, as context may suggest refers to a potential Bidder.

Tender(s): means all of the documentation and information submitted by a Bidder in response to the RFT.

Request for Tender (RFT): means this Request for Tender issued by the Owner, and all addenda thereto.

Submission Deadline: means the closing date and time of the Request for Tender period. No Tenders will be accepted after the closing date and time.

Substantial Completion: means when the improvement to be made under a Contract is ready to use for the purpose intended to the satisfaction of the Owner's Contract Administrator.

Successful Bidder: means a Bidder whose Tender meets the prescribed requirements and has been identified as the lowest compliant Bidder in accordance with the evaluation process.

Total Tender Price: The Tender price excluding HST that will be evaluated for Award.

Township: Means the Township of Algonquin Highlands.

Part 3: Instructions for Bidders

3.1 Tender Timeline

RFT Issued	Wednesday April 23, 2025
Bidder Question Deadline	4:30 p.m. Tuesday April 29, 2025
Final Addenda Issued	4:30 p.m. Tuesday May 6, 2025
Submission Deadline	1:00 p.m. Wednesday May 14, 2025
Anticipated Award Date	Monday June 23, 2025
Completion Date	Wednesday October 1, 2025

This timeline is tentative and may be changed by the Owner at any time without liability, cost, or penalty.

3.2 Mandatory Submission Requirements

To ensure ease of evaluation, include all mandatory submission requirements listed in this section at the beginning of the submitted Tender. Tenders will be disqualified for non-compliance for failing to provide any of the mandatory submission requirements listed below.

- i. Part 7: Form of Tender (signed and dated by the firm’s representative with the authority to bind the corporation)
- ii. Include copies of all Addenda and acknowledge each one with the Bidder’s signature.

3.3 Interpretation

In this document, “**Request for Tender Documents**” shall include the Purpose of Procurement, Tender Submission Requirements, Instructions for Bidders, Terms and Conditions, General Special Provisions, Evaluation and Selection Criteria, Form of Tender, all addenda (if required), and any other documents listed in the Request for Tender.

- i. The Township of Algonquin Highlands may hereinafter be referred to as the Owner.
- ii. An individual or company submitting a Tender for this Request for Tender may hereinafter be referred to as the Bidder.
- iii. The Successful Bidder who executes a Contract with the Owner may hereinafter be referred to as the Contractor.

The following terminology applies in the RFT:

The term “**should**” relates to a requirement which the Owner would like the Bidder to address in their Tender.

The terms “**will**”, “**must**”, or “**shall**” describe a procedure that is intended to be followed as

a mandatory requirement. Tenders that do not fulfill all mandatory requirements will be rejected as non-compliant.

3.4 Completion of the Bidder’s Tender

Bidders must courier or deliver by hand their Tender to the Township of Algonquin Highlands Administration office. Tenders must be received by the Owner by **1:00 p.m. Local Time on Wednesday May 14, 2025.**

Bidders must ensure the Tender is received at the **Township of Algonquin Highlands Administration office front counter** prior to the Submission Deadline.

Include the Tender name and number, and the Bidder’s return mailing address on the outside of the sealed Tender package.

The sealed Tender submission must include one original copy of the Tender document.

The address is as follows:

Township of Algonquin Highlands Administration Office
Attention: Melanie Oates – Public Works Administrative Assistant
1123 North Shore Road
Algonquin Highlands, ON K0M 1S0

Note: Courier service to this area is not “same day” or “guaranteed” for a specific time of day.

The Bidder is solely responsible for ensuring their Tender is received on time at the Township of Algonquin Highlands Administration office. Tenders delivered after the Submission Deadline will not be opened and will be returned to the Bidder. Local time is according to the time clock located in the Township of Algonquin Highlands offices, which will be deemed to be taken as conclusive.

Electronically transmitted submissions (facsimile, e-mail, etc.) **will not** be accepted.

Tenders will be opened and recorded by the Owner’s opening committee following the Submission Deadline.

All entries in the Tender shall be in English, clear, legible, and in ink. All items shall be proposed according to any instructions in the Request for Tender Documents, and with entries made from unit price, lump sum, extensions, and totals as appropriate.

The Owner reserves the right to reject any or all Tenders or to accept any Tender should it be deemed in its best interest to do so. Tenders which are incomplete, conditional, illegible, or obscure, or that contain additions not called for, erasure, alterations (unless properly and clearly made and initialed by the Bidder’s signing officer) or irregularities of any kind, may be rejected as non-compliant.

The Bidder or an authorized designate must sign the Form of Tender document in the spaces provided. If a joint Tender is submitted, it must be signed and sealed separately on behalf of each Bidder.

3.5 Alteration or Withdrawal of Tenders

An alternate Tender submitted at any time prior to the Submission Deadline shall supersede and invalidate all Tenders previously submitted by the Bidder for this Request for Tender.

Bidders may withdraw a submitted Tender at any time prior to the Submission Deadline. To withdraw a Tender prior to the Submission Deadline, the Bidder must send confirmation in writing to the RFT Contact, signed by the Bidder's representative with the authority to bind the corporation.

The withdrawal of a Tender prior to the Submission Deadline does not disqualify a Bidder from submitting another Tender for the same Request for Tender.

3.6 Unbalanced Tenders and Discrepancies

Tenders that contain prices that appear to be so unbalanced that they adversely affect the interests of the Owner, may be rejected.

Wherever the amount Bid for an item does not agree with the extension of the Tender quantity then the Bid unit price shall govern. The corrected Total Tender Price for a payment item will use the respective unit price.

The Owner may correct any mathematical discrepancies in confirming the correct **Total Tender Price**. Where an error has been made in transferring an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the **Total Tender Price** shall be corrected accordingly.

3.7 Inquires & RFT Contact

Any questions related to this RFT must be directed to:

Melanie Oates – Public Works Administrative Assistant

1123 North Shore Road
Algonquin Highlands, ON K0M 1S0

Phone: 705-489-2379 ex. 352

Email: moates@algonquinhighlands.ca

Bidders and their representatives are not permitted to contact any other employees, officers, agents, elected officials, or other representatives of the Owner, other than the RFT Contact listed above, concerning matters regarding the RFT.

No oral interpretation shall be effective to modify any of the provisions of the Request for Tender Documents. All requests for interpretation shall be made in writing to the RFT Contact.

Should a Bidder find discrepancies in, or omissions from the Request for Tender Documents, the Bidder shall immediately notify the RFT Contact who may send a written instruction to all Bidders by way of addenda.

3.8 Contract Award Procedures

The Award of this Contract is subject to the approval authority as defined by the Owner’s Purchasing by-law.

The RFT Contact shall notify the Successful Bidder within forty-five (45) days of the Submission Deadline of the acceptance.

Notice of acceptance of the Tender will be by email.

3.9 Payment Terms and Holdback

a. Payment Terms

Payment will be made in response to the Contractor’s invoice at the Substantial Completion of the Contract. This payment will be made when all work has been completed to the satisfaction of the Owner’s Contract Administrator. Payment to the Contractor shall be verified by the Owner.

b. Basic Holdback

The Owner shall retain a holdback payment of 10% of the total invoiced amount, as per the requirements of the Construction Act. Release of the holdback shall be made after 45 calendar days from the date of completion of the work as established by the Substantial Completion certificate, but subject to the provisions of the Construction Act and the submission by the Contractor of the following documents:

- i. a release by the Contractor in a form satisfactory to the Contract Administrator releasing the Owner from any claims relating to the Contract, qualified by stated exceptions where appropriate;
- ii. a statutory declaration in a form satisfactory to the Contract Administrator that all liabilities incurred by the Contractor and the Contractor’s sub-contractors in carrying out the Contract have been discharged, qualified by stated exceptions where appropriate;
- iii. a certificate of publication in the Daily Commercial News;
- iv. a satisfactory Certificate of Clearance from the Workplace Safety and Insurance Board; and
- v. a written request made to the Owner for the release of the respective holdback payment.

The Contractor shall be responsible for the proper performance of the work. The Contractor agrees to correct promptly at his own expense, any defects or deficiencies in the work that may appear prior to and during the period of one year from the date of Substantial Completion. The

Contract Administrator shall promptly provide the Contractor with written notice of observed defects and deficiencies.

c. Invoicing

Invoices shall be sent to:

Township of Algonquin Highlands: finance@algonquinhighlands.ca upon completion of the project.

3.10 Contractor Experience

The Owner expects that all Bidders will be able to furnish satisfactory evidence that they have the ability, experience, capital, and plant to enable them to execute and complete the Contract successfully. Contractors must be authorized to do business in the Dominion of Canada and the Province of Ontario.

To aid the Owner in determining the responsibility of each Bidder, the Bidder must complete the Statement Form as part of their Tender submission. Upon acceptance of the Tender by the Owner, the Contractor shall not substitute other sub-contractors in place of those named in the Tender without written approval from the Owner, in accordance with Section G.C.3.10 of the General Conditions.

Part 4: Terms and Conditions

4.1 Contract & Agreement

It is expected that the Bidder with the Lowest Compliant Bid will be invited to sign a comprehensive Contract (the “**Contract**”) with the Owner setting out the terms and conditions that will apply to the project.

The Agreement set out in the Request for Tender Document is the form that the Owner intends to use as the basis for the final Contract with the Successful Bidder. The Request for Tender document and the Bidder’s signed and submitted Tender, including all mandatory submission requirements form the Agreement.

If a Bidder objects to any aspect of the Agreement, the Bidder is strongly encouraged to raise issues or propose changes to the Agreement during the submission of questions process as per the Bidder Questions section.

4.2 Irrevocable Period

Tenders shall be irrevocable and valid for acceptance by the Owner for a period of forty-five (45) days after the Tender Submission Deadline.

4.3 Award

It is the Owner’s intention to Award to the Bidder with the Lowest Compliant Bid, who demonstrates the capability of meeting the requirements as described within this Request for Tender document.

The Owner reserves the right to not Award to the lowest Bidder or any Bidder if it is determined that the cost of completing the work exceeds budgetary constraints.

All Tenders are prepared at the sole risk and cost of the Bidder. No payments shall be made to any Bidder regarding the preparation and submission of Tenders.

The Bidder will receive a notice of Award by email. That notice constitutes the Owner’s acceptance of the Successful Bidder’s Tender. The Contracts between the Owner and the Successful Bidder shall be executed within 14 days of the Successful Bidder receiving notice of Award.

Notwithstanding and without restricting the generality of the statements above, the Owner shall not be required to Award or accept a Tender and may choose to either cancel the Request for Tenders or recall the Tenders at a later date if:

- i. Only one Tender has been received as the result of a Request for Tender, or
- ii. The Tender with the Lowest Compliant Bid exceeds the available project budget for the supplies or services, or
- iii. A change in the scope of work or specifications is required

Pre-Conditions for Award

Following notification of intent to Award, the Successful Bidder must deliver by email, by hand, or by mail, the following documents as instructed by the RFT Contact, within fourteen (14) calendar days of receiving written notification of intent to Award.

- i. A certified copy of the firms **Commercial General Liability** insurance. (See section 5.13 for complete details)
- ii. A certified copy of the firms **Automobile Liability** insurance. (See section 5.13 for complete details)
- iii. A Certificate from the Workplace Safety Insurance Board validating proof of coverage and good standing.
- iv. Completed copy of the Owner's Contractor Policy
- v. Original copies of the Contract, executed by the Contractor

4.4 Contract Duration

The term of Contract will commence once the Contract has been executed by the Successful Bidder and the Owner. The Contract will end at Substantial Completion following final inspection and approval by the Owner.

4.5 Taxes

Unit and/or lump sum prices should not include the Harmonized Sales Tax.

The Owner shall comply with the Harmonized Sales Tax (HST) legislation as enacted in the Federal Excise Tax Act (EAT), which came into effect on July 1, 2010.

All prices Bid shall include applicable disbursements, insurance, and all other charges of every kind attributable to the work.

4.6 Conflict of Interest

- i. For the purposes of this RFT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where: in relation to the RFT process, the Bidder has an unfair advantage or engages in conduct, directly, or indirectly, that may give it an unfair advantage, including but not limited to
 - Having, or having access to, confidential information in the preparation of its response that is not available to other Bidders;
 - Communicating with any person with a view to influencing preferred treatment in the RFT process (including but not limited to the lobbying of decision makers involved in the RFT process); or
 - Engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFT process or render that process non- competitive or unfair; or

- in relation to the performance of its Contractual obligations under a Contract for the work, the Bidders other commitments, relationships, or financial interests,
- ii. Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or
- iii. Could, or could be seen to, compromise, impair or be incompatible with the effective performance of its Contractual obligations.

4.7 Disqualification for Conflict of Interest

The Owner may disqualify a Bidder for any conduct, situation, or circumstances, determined by the Owner, in their sole and absolute discretion, to constitute a Conflict of Interest, as defined above.

4.8 Bidder Questions

The Owner will use the following process regarding any Bidder question or other request for clarification regarding any aspect of the RFT:

Bidders must submit requests for clarification or questions to the RFT Contact.

In the communication with the RFT Contact, reference a specific section or page number of this RFT.

Requests for clarification and questions must be submitted prior to **4:30 p.m. Local Time April 29, 2025** the Question Deadline. Questions and inquiries submitted after the Questions Deadline may not be addressed.

4.9 Response to Questions

The Owner will make reasonable efforts to provide Bidders with written responses to questions that are submitted in accordance with the Bidder Questions section, subject to the provisions of this section.

Questions and answers will be distributed in numbered addenda to Bidders. In answering a Bidders question(s) in any addenda, the Owner will set out the question(s), but without identifying the Bidder that submitted the question(s). Also, the Owner may, in its sole discretion:

- i. edit the question(s) for clarity,
- ii. exclude any question(s) that are either unclear or inappropriate,
- iii. provide a single, consolidated answer to similar questions from various Bidders,
- iv. Where an answer results in any change to the RFT, such answer may be formally documented through the issue of a separate addendum reflecting that change

4.10 Addenda

The Owner will only amend or supplement the RFT by issuing an addendum. Any amendment or supplement to the RFT made in any other manner will not apply to the RFT.

Bidders shall acknowledge receipt of all addenda by signing the addenda in the applicable space and submitting all pages of the addenda with the Tender submission. Failing to submit all acknowledged addenda with the Tender will result in the Tender being rejected for non-compliance.

All Addenda will be posted on the Township of Algonquin Highlands website. www.algonquinhighlands.ca

It is the responsibility of the Bidder to acquire all Addenda that are issued. The Bidder is solely responsible to:

- i. make any required adjustments to their Tender; and
- ii. acknowledge the addenda by submitting a signed copy of each addendum issued with their Tender submission

4.11 Clarification of Tender

The Owner shall have the right at any time after the Tender Submission Deadline to seek clarification from any Bidder in respect of that Bidder’s Tender, without contacting any other Bidder. The Owner shall not be obligated to seek clarification of any aspect of any Tender.

Any clarification sought shall not be an opportunity for the Bidder to either correct errors or to change the Bidder’s Tender in any substantial manner. Subject to the qualification in this provision, any written information received by the Owner from a Bidder in response to a request for clarification from the Owner may be considered to form an integral part of the Bidder’s Tender, at the Owner’s sole discretion.

4.12 Verification of Information

The Owner may:

- i. verify any Bidder’s statement or claim made in the Tender or made subsequently in any subsequent communication by whatever means the Owner may deem appropriate, including contacting persons in addition to those offered as references;
- ii. reject any Bidders statement, claim, or Bid, if such statement, claim, or Bid is patently unwarranted or is doubtful; or
- iii. access the Bidders premises where any part of the work is to be carried out to confirm Tender information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Bidder and the Owner shall agree on reasonable access terms, including pre-notification, extent of access, security, confidentiality and the allocation and amount of any costs

incurred in connection with such access.

4.13 Insurance

Commercial General Liability insurance including premises and all operations for an amount not less than **five million (\$5,000,000) dollars** per occurrence, including the Corporation of the Township of Algonquin Highlands as additional insured. This coverage applies to:

- i. third party bodily injury.
- ii. property damage.
- iii. products and completed operations.
- iv. Contractual liability.
- v. personal injury.
- vi. Owner and Contractor's protective coverage.
- vii. non-owned automobile.

Automobile Liability insurance including all vehicles and commercial trailers owned and/or leased by the Contractor for an amount no less than **five million dollars (\$5,000,000.00)** covering all vehicles and commercial trailers used in any manner in connection with the performance of the terms of the Contract.

The following shall apply:

Prior to commencing any work with the Owner, the Bidder will be required, upon request, to provide evidence of insurance coverage according to the insurance conditions set out in this section. The certificate of insurance shall identify the Contract title, policy holder, and scope of work. Insurance obtained and continuously carried during the term of the Contract is at the Contractor's and/or sub-contractors' own expense and cost.

All insurance policies shall be in a form and in amounts satisfactory and with insurers acceptable to the Owner and shall provide the Owner with thirty (30) days prior written notice of material change, lapse, or cancellation. Notice must identify the Contract title, policy holder, and scope of work.

The Contractor and each of its sub-contractors shall provide, at its own cost, any additional insurance that it is required by law to provide or which it considers necessary. The insurance coverage shall be primary insurance as respects the Owner.

Similar evidence of renewals, extensions, or replacement of said policies, upon request, shall be forwarded to the Owner, at least fifteen (15) days prior to their renewal extension or replacement. A certificate of insurance provided by the Contractor shall not contain any disclaimer whatsoever.

4.14 Workplace Safety and Insurance Board (WSIB) Requirements

The Contractor shall execute the terms of the Contract in strict compliance with the requirements of the Occupational Health and Safety Act and Regulations for Construction Project, RSO 2000, c.0.1 (the Act) and Ontario Regulation 527/00 (Construction Projects) and any other regulations under the Act (the Regulations) which may affect the performance of the Work, as the Contractor or Employer, as the case may be. The Contractor shall ensure that:

- i. worker safety is given first priority in planning, pricing and performing the work;
- ii. its officers and supervisory employees have a working knowledge of the duties of a Constructor and Employer under the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;
- iii. workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- iv. its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
- v. all sub-contractors employed by the Contractor to perform part of the work and their employees are properly protected from injury while carrying out their associated duties.

The Contractor shall cooperate with representatives of the Owner and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the work. The Contractor shall indemnify and save the Owner harmless from any additional expense which the Owner may incur to have the work performed as a result of the Contractor's failure to comply with the requirements of the Act and the Regulations.

Upon notification of Award, Contractors must comply with the Townships Contractor Policy (Approved by By-Law Number: 2012-56) and complete the Contractor Policy Acknowledgement Statement found at the following link

https://www.algonquinhighlands.ca/media/5kal1nsm/contractor_policy_2014-1.pdf

4.15 Municipal Freedom of Information and Protection of Privacy Act

The Municipal Freedom of Information and Protection of Privacy Act (Ontario) applies to records in the custody or control of the Owner, and includes any information provided by Bidders in connection with this RFT. Such information may be subject to requests for access under that Act and can only be withheld from disclosure in specific circumstances.

A Bidder should identify any information in their Tender that, if disclosed to any other person, would harm that Bidders competitive position. Generally, only specific portions of a Tender should be identified.

4.16 Ontario/Canadian Laws

The RFT and the Bidder's Tender will be interpreted according to the laws of Ontario and the federal laws of Canada applicable therein.

4.17 Personal Information

Personal Information shall be treated as follows:

Submission of Information – The Bidder should not submit as part of their Tender any information related to the qualifications or experience of individuals who will be assigned to the project unless specifically requested. Should the Owner request such information, the Owner will treat this information in accordance with the provisions of this section and will maintain the information in accordance with the Owner's Records Retention By-law.

Use – Any Personal Information that is requested from each Bidder by the Owner shall only be used (i) to select the qualified individuals to undertake the project; (ii) to confirm that the work performed is consistent with these qualifications; (iii) for any audit of this procurement process; and (iv) in the case of the Contractor, for Contract management purposes.

Consent – It is the responsibility of each Bidder to obtain the consent of such individuals prior to providing the information to the Owner. If any Personal Information is disclosed to the Owner by a Bidder, the Owner will consider that the appropriate consents have been obtained for the disclosure to and use by the Owner of the requested information for the purposes described herein.

4.18 Debriefing

Bidders are entitled to request a debriefing meeting with the Owner. Such requests must be made to the RFT Contact within 60 Days following the date of posting of a Contract Award notification in respect of the RFT.

Debriefing may be held by telephone, in person, or by email, unless otherwise agreed.

4.19 Contractor Performance Evaluation

Contractor performance is critical to the success of the Owner's projects. To this end, the Owner; has adopted a contractor performance evaluation system by which the Contractor's performance will be ranked at substantial completion of the project or more frequently if deemed necessary. The Owner's Contract Administrator in consultation with the appropriate staff will complete the ranking. Once the ranking has been completed, a meeting may be set up by the Owner's Contract Administrator with the Contractor to discuss the overall ranking for the project. Should the Contractor rank poorly on the evaluation, a recommendation may be made to Council to banish the Contractor from bidding on future projects for up to three years or place the Contractor on a two-year probation which would entail extensive monitoring. In the event of a dispute over the final ranking, the Contractor will have 20 days in which to appeal the decision in writing to the RFT Contact.

4.20 Bid Protest Procedure

To submit a Bid Protest, the Bidder must:

- i. Provide a detailed description of the Bid Protest, including the desired remedy; and
- ii. Provide any additional relevant background information. All Bid Protest documentation must be addressed to the RFT Contact.

Once a Bid Protest has been received, the RFT Contact shall review the matter and consult with the Owner. The RFT Contact will complete the review with the Owner in an appropriate time frame, but generally within 90 days of receiving the Bid Protest. The time frame may be extended based on the complexity of the Protest or extenuating circumstances.

The RFT Contact will then prepare in coordination with the Owner, a written decision regarding the matter and will send a copy of that decision to the Bidder that submitted the Bid Protest.

In all cases:

- i. The Owner shall seek to resolve the Bid Protest with the Bidder through consultation (to the extent feasible and reasonable); and
- ii. The Owner will accord impartial and timely consideration to the Bid Protest in the matter that is not prejudicial to the Bidders participation in ongoing or future Procurement Processes.

Filing a Bid Protest does not affect a Bidders ability to participate in ongoing or future procurement opportunities with the Owner.

4.21 Trade Agreements

Bidders should note that this procurement process is subject to the requirements of:

- Chapter 9 of the Trade and Cooperation Agreement between Ontario and Quebec.
- Chapter 5 of the Canadian Free Trade Agreement.

4.22 Accessibility

According to the Accessibility for Ontarians with Disabilities Act (AODA), effective January 1, 2021, all documents published on municipal websites must meet the **Website Content Accessibility Guidelines 2.0 Level AA**. To ensure that these guidelines are met, the Owner shall request the Contractor provide an AODA compliance report for all public-facing materials.

The Owner is committed to ensuring that accessible goods and services are purchased where accessibility would impact the successful use of the good or service by the public or staff or where a lack of accessibility would have direct impact on the success of the Owner’s project as required under The Accessibility for Ontarians with Disabilities Act, 2005 O. Reg. 191/11; Integrated Accessibility Standard.

4.23 Indemnification

The Contractor agrees that the Owner, its elected members of council, directors, officers, employees, agents and volunteers shall not be liable for any injury or damage including but not limited to death, property loss, or damage sustained by the Contractor or its partners, directors, officers, employees, agents, contractors and sub-contractors or any other third party that is in any way attributable to anything done or omitted to be done by the Contractor in the performance of the services under this Contract.

The Contractor hereby agrees that it shall at all times indemnify, defend and save harmless the Owner, including its elected members of council, directors, officers, employees, agents and volunteers, successors and assigns, from and against all actions, claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted that is in any way attributable to anything done or omitted to be done by the Contractor, including its partners, directors, officers, employees, agents, contractors or sub- contractors in connection with the services performed, purportedly performed or required to be performed by the Contractor under this Contract.

4.24 No Guarantee of Volume of Work or Exclusivity of Contract

The Owner makes no guarantee of the value or volume of work to be assigned to the Successful Bidder. Any Contract executed with the Successful Bidder will not be an exclusive Contract. The Owner may Contract with others for the same or similar goods and or services to those described in this Request for Tender or may obtain the same or similar goods and or services internally.

Part 5 General Special Provisions

5.1 Protection

Ensure all structures are well protected during construction activities.

5.2 General Project Requirements

Perform all work in accordance with current and applicable codes, standards, laws, and regulations.

Be responsible for security and safety of the work site, equipment, tools, and materials. No signs, advertising, or decals are permitted, other than warning signs.

5.3 Site Safety

Comply with all requirements of the Ontario Health and Safety Act.

Immediately notify the Owner's Contract Administrator if any hazardous conditions become apparent.

Maintain up to date training, licensing, and qualifications for scopes of work undertaken, including equipment operation, and provide confirmation to the Owner's Contract Administrator upon request.

Required personal protective equipment (PPE) must be worn at all times while in the work area. All workers on site shall conduct themselves with professional decorum.

No smoking is permitted on the property.

Submit Material Safety Data Sheets documentation to the Owner's Contract Administrator for preview and approval for any potential hazardous substances to be used on the site as part of the work or required for operations and maintenance upon completion.

Material Safety Data Sheets documentation must be reviewed and approved by the Owner's Contract Administrator prior to the delivery of any such substances to the site. The Contractor assumes responsibility for any delays in the project schedule for failing to provide such documentation in a timely manner. The Owner's Contract Administrator will review all Material Safety Data Sheets within five (5) working days of receipt and provide written approval or denial for the use of the substance or may require additional information.

The Owner's Contract Administrator reserves the right to order an individual to leave the site if the individual is in violation of any safety requirement, legislation, regulation. Or other conditions listed. Any expense incurred will be the responsibility of the Contractor.

Maintain access to all existing exits and firefighting equipment during the course of the work, unless otherwise noted.

The Contractor shall take all necessary precautions to ensure that duties are performed

safely and shall comply with all applicable provisions of law related to injury to persons or property on, or about the premises where the work is performed.

The Contractor shall, in addition to their other obligations under the Contract, have sole responsibility for the construction and management of the construction, including all matters related to health and safety, and site security.

The Contractor shall:

- Participate in relevant safety and other committee meetings for the duration of the work and share related safety information with the Owner’s Contract Administrator or designate.
- Ensure that employees of the Contractor are aware of the mechanisms and report hazards and occurrences; have ready access to the hazard report forms, and are encouraged to submit such report; and
- Advise employees of restrictions that apply to the movement of personnel at the Township of Algonquin Highlands site.

5.4 Competent Supervision

The Contractor shall ensure at all times that adequate and competent supervision is provided by a Competent Supervisor as defined under the Occupational Health and Safety Act, Ontario.

The Contractor shall be responsible for ensuring supervision of staff and associated equipment for all Contracted work activities during and outside of normal operating hours.

5.5 Protection of Property

Prior to the commencement of work, existing conditions shall be inspected by the Contractor. Any defects shall be reported in writing by the Contractor to the Owner’s Contract Administrator prior to the start of work. The commencement of work of any part of it shall be deemed to mean the acceptance of existing conditions by the Contractor, including any preparatory work by other trades or sections.

The Contractor is encouraged to make a photographic record of existing conditions prior to commencing work.

Obtain any and all utility scans and locates required to complete the work as part of the Project Objectives.

Protect existing conditions. Repair and make good any damage to existing property resulting from the work to the satisfaction of the Owner’s Contract Administrator.

5.6 Work Restrictions

Work shall be completed during the hours of 6:00 a.m. and 5:30 p.m. Monday to Friday. Coordinate with the Owner’s Contract Administrator for after-hours access.

No work shall be undertaken on weekends or statutory holidays.

5.7 Permits, Inspections, and Fees

The Contractor will acquire and pay for all permits, inspections, and certificates required to complete the work if applicable.

When required authorities have jurisdiction, submit for approval, drawings, diagrams, and details showing sequence of deconstruction work, materials designated for salvage, and support of structures and underpinning.

If the Contractor wishes to dispose of the debris from this project at a Township owned Landfill site, they shall in advance complete and submit a contractor's authorization form to the Township.

5.8 Training

The Contractor will ensure that all employees and sub-contractors are trained for all activities pertaining to the Contract.

The Owner may request proof of training from the Contractor for any employee or sub-contractor at any time during the duration of the Contract.

Provide proof of training for all staff and sub-contractors upon request for the following:
Surface Miner Common Core Training

All operators of equipment must have the appropriate training

5.9 Cleaning and Waste Disposal

Keep work area clean at all times.

Remove from site and dispose of waste materials at appropriate recycling facilities.

Upon completion of the project, remove debris and leave the work site clean.

5.10 Environmental Requirements

Do not bury waste or materials on site.

Ensure proper disposal procedures in accordance with CEPA, TDGA, and applicable Provincial/Territorial regulations.

Organize site and workers in manner which promotes efficient flow of materials through disassembly, processing, stockpiling, and removal.

5.11 Proof of Ability

The Contractor is required to show, in terms of experience and facilities, evidence of its ability to perform the work by the specified completion date. In addition, any proposed sub-contractor may be required to furnish like evidence.

5.12 Bidder to Investigate

Bidders must satisfy themselves by personal examination of the site and by such other means, as they may prefer as to the actual conditions and requirements of the work.

The Bidder shall carefully examine the scope of work and locations so that the unit prices Proposed are commensurate with the nature of the work.

5.13 Utilities

Further to section 6.12, the Contractor must be cognizant of the presence of utility pole lines, overhead wires and buried cables adjacent to and/or on this Contract. Information on the removal or relocation of these utilities and/or protection thereof may be coordinated with the utility company concerned, following consultation with the Owner. The Contractor must be aware of Bell and Gas underground utilities. The Contractor is solely responsible for identifying the location of all utilities with ON1 Call.

5.14 Quantities

Quantities are shown as approximate; they are not guaranteed to be accurate and are furnished without any liability on behalf of the Owner and shall be used as a basis for comparison only.

5.15 Loading of Motor Vehicles

Where a vehicle is hauling material or equipment for use on the work under this Contract, in whole or in part on a public highway and where motor vehicle registration is required for such vehicles, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

5.16 Damage by Vehicles and Other Equipment

If at any time, in the opinion of the Owner's Contract Administrator, damage is being done or is likely to be done to any highway or any improvement area thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Owner's Contract Administrator, and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment; or shall alter loadings; or shall in some other manner remove the cause of such damage to the satisfaction of the Owner's Contract Administrator.

5.17 Default by Contractor

If the Contractor 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 Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Owner may, without notice, terminate the Contract.

If the Contractor; fails to comply with any request, instruction or order of the Owner; or fails to pay its accounts; or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the Contract or any portion thereof without the Owner 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 Owner may, upon expiration of ten (10) calendar days from the date of written notice to the Contractor, terminate the Contract.

Any termination of the Contract by the Owner, as aforesaid, shall be without prejudice to any other rights or remedies the Owner may have.

If the Owner terminates the Contract, it is entitled to:

- i. Take possession of all the work in progress and finish the work by whatever means deemed appropriate under the circumstances
- ii. Withhold any payment to the Contractor until its liability to the Owner is ascertained.
- iii. Recover from the Contractor loss, damage and expense incurred by the Owner by reason of the Contractor's default. (which may be deducted from any monies due or becoming due to the Contractor, or added to any balance to be paid by the Contractor to the Owner)

5.18 Contractor's Discharge of Liabilities

The Contractor shall discharge and cause each sub-contractor to discharge all liabilities incurred, for labour, materials or services, used or reasonably required for use in the performance of this Contract on the date upon which each becomes due. The Contractor shall furnish the Owner with a Statutory Declaration confirming the discharged of their liabilities and those of the sub-contractors. This shall include a certificate or certificates from the Workplace Safety and Insurance Board that they have complied with the requirements of the Workplace Safety and Insurance Board and are in good standing on the books of the Board.

The Owner may in respect of claims submitted by creditors having a Contractual relationship with the Contractor, and after providing written notice to the Contractor and their surety, withhold any payment otherwise entitled under this Contract. Interest will not apply to any such funds withheld.

5.19 Contract Time and Liquidated Damages

It is agreed by the parties to this Contract that in case all the work called for under this Contract is not completed by the date specified, or as extended in accordance with Section GC 3.07 of the General Conditions, a loss or damage will be sustained by the Owner. Since it is and will be impractical and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the

parties hereto agree that the Contractor will pay to the Owner the sum of \$200 as liquidated damages for each and every calendar days' delay in achieving completion of the work beyond the date prescribed. It is agreed that this amount is an estimate of the actual loss or damage to the Owner, which will accrue during the period in excess of the prescribed date for completion. The Owner may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The liquated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the Owner.

5.20 Changes to Government Taxes

Where a change in Canadian Federal or Provincial taxes occurs after the Tender submission deadline for this Contract, and this change could not have been anticipated at the time of submission, the Owner will increase or decrease the Contract payment to account for the exact amount of tax change involved.

Claims for compensation for additional tax cost shall be submitted by the Contractor to the Owner's Contract Administrator. Such claims for additional tax costs shall be submitted not later than 30 days after the date of acceptance of work.

Where the Contractor benefits from a change in Harmonized Sales Tax, the Contractor shall submit to the Owner's Contract Administrator a statement of such benefits. This statement shall be submitted not later than 30 days after the date of acceptance of the work. The Owner's Contract Administrator reserves the right to adjust the final Contract payment to compensate for the estimated benefit from decreased tax costs.

Part 7: Form of Tender

This form is a mandatory submission requirement.

This Tender is submitted by:

Contractor Information

Name of Firm or Individual (Hereinafter referred to as the Contractor)

Mailing Address

Email

Phone Number Cell Number

Name and Position of Individual Signing for the Firm

HST Registration Number WSIB Account Number

To the Members of Council.

I/We, the undersigned declare that no person, firm, or corporation other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the Contract proposed to be undertaken.

I/We further declare that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm, or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

I/We further declare that no member of Council or any other Officer of the Owner is or will become interested directly, or indirectly, as a Contractor in the performance of the Contract, or in the supplies, work, or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or in any of the monies to be derived therefrom.

I/We have read sections 5.6 and 5.7 and declare that no Conflict of Interest exists.

I/We further declare that the named Firm, Individual, outside contractors, consultants, or subcontractors are not currently involved in litigation with the Owner.

I/We further declare that any and all addenda issued for this Request for Tender have been signed, dated, and submitted as part of this Tender.

I/We acknowledge that failure to submit any mandatory submission requirements, including addenda will result in the Tender being rejected for non-compliance and will not be considered for Award.

I/We further declare that the several matters stated in the said Tender are in all respects true.

I/We further declare that I/We having read, understood and accepted the Request for Tender Documents, each and all of which forms part of this Tender, hereby offer to furnish all equipment, tools, labour, apparatus; all materials, except as otherwise stated in the Contract; including in every case freight, duty, exchange and harmonized sales tax, effective on the date of the acceptance of the Tender, and to complete the work in strict accordance with the Request for Tender Documents and Tender for the sums calculated in accordance with the Financial Tender.

I/We agree that this offer is to continue open for acceptance until the formal Contract is executed by the Successful Bidder for the said work or until forty-five (45) calendar days after the said Submission Deadline, whichever event first occurs; and that the Owner may, at any time within that period, without notice, accept this Tender whether any other Tender has been previously accepted or not.

I/We agree that the awarding of this Contract is based on the acceptance of this Tender by the Signing Authority of the Owner outlined in the Owner's Purchasing Policy bylaw.

I/We hereby agree that notification of acceptance of this Tender shall be in writing and will be sent by email and if sent in this manner, acceptance shall be deemed to have been made on

Request for Tender PW-RFT-02-2025 Screening and Stockpiling Winter Sand

the date of the email of such notification.

Contractors Representative (Print Name)
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Date (day/month/year)

Form of Tender - Statement Form

This form is a mandatory submission requirement

Statement A - Bidder’s Experience for References

(List jobs of a similar type of work)

1.
2.
3.
4.

Statement B - Bidder’s Senior Supervisory Staff:

The Bidder must list below the names and experience of the supervisory personnel to be employed in this contract.

1.
2.
3.
4.

Form of Tender - Statement Form – Continued

This form is a mandatory submission requirement

Statement C - List of Sub-Contractors (if applicable)

1.
2.
3.
4.

Statement D - List of Suppliers (if applicable):

The Bidder must list below the names and addresses of the suppliers of the major materials to be utilized in the completion of this project.

1.
2.
3.
4.

Form for Tender – Pricing

The form is a mandatory submission requirement.

The Total Tender Price must be inclusive of all costs to complete the scope of work and deliverables.

Please provide costing in the table below. All costs provided shall be in Canadian dollars. If additional space is required, another copy of this form is acceptable.

Total Tender Price must be inclusive of all costs to complete the scope of work and deliverables.

- i. Screen pit run.
- ii. Stack 8000 tonnes of screened sand at the Braeloch location.
- iii. Keep the tailings pile pushed up in the designated area at the location.
- iv. Build berms at the edge of step banks after excavation of pit run if required.

Item description		Cost (before HST)
Screen Pit Run		
Equipment:		
Hourly Labour:		
Additional notes:		
Stacking Screened Sand		
Equipment:		
Hourly Labour:		
Additional notes:		
Tailings Pie Pushed up in Designated Area		
Equipment:		
Hourly Labour:		
Additional notes:		
Build Berms at the edge of Step banks		
Equipment:		
Hourly Labour:		
Additional notes:		
Total cost of all items:		
HST:		
Total cost of labour:		
Total:		

Part 9: Contract Template

**Township of Algonquin Highlands Tender No: PW-RFT-02-2025
Screen and Stockpile Winter Sand - Township of Algonquin Highlands
Contract**

This Contract made in duplicate on _____ Date (day/month/year)
by and between _____ Hereinafter called the “Contractor”
and

Township of Algonquin Highlands, Hereinafter called the “Owner”

Witnesseth that, the party of the first part, for and in consideration of the payment or payments specified in the Tender for this work, hereby agrees to furnish all necessary tools, equipment, supplies, labour and other means of development and, to the satisfaction of the Owner, to do all the work as described in the PW-RFT-02-2025 Request for Tender Document.

Request for Tender PW-RFT-02-2025, submission of the signed Form of Tender, and the Contractor’s Tender forms the Agreement for which this Contract is based. The Contractor agrees to furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the specifications and Request for Tender and submitted Tender, which are identified and acknowledged in the Purpose of Procurement, Tender Submission Requirements, Instructions to Bidders, Terms & Conditions, General Special Provisions, Evaluation Criteria, and addenda (if required), all of the which are to be read herewith and form part of this present Contract as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

The Contractor further agrees that they will deliver the whole of the work completed in accordance with the Contract on or before October 1, 2025, unless otherwise mutually agreed upon by the Owner and Contractor.

The Contractor agrees that any monies due to the Owner as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

In Consideration Whereas, the Owner agrees to pay to the Contractor for all work done, the stipulated sum or sums submitted in the Tender. The price of \$XXXX.XX (excluding HST) has been agreed upon by the Owner and the Contractor. This price will be adhered to unless a Change Order is agreed upon by both the Owner and the Contractor.

This Contract Shall ensure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Contractor and on the heirs and successors of the Owner.

Request for Tender PW-RFT-02-2025 Screening and Stockpiling Winter Sand

In Witness Thereof, the Contractor and the Owner have hereunto signed their names and set their seals on the day first above written, or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

Contractor Representative (Print name)
(Authority to bind the Corporation)

Owner Representative (Print name)
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Representative's Signature
(Authority to bind the Corporation)

Position held by Representative

Position held at the Township

This Contract will be revised prior to execution and will be emailed to the Successful Bidder upon receiving all documents related to the Pre-Conditions of Award.