



**REQUEST FOR TENDER
RFT NO. 2024-01**

**FOR THE SUPPLY, HAUL AND PLACEMENT OF APPROXIMATELY
\$190,000 OF 5/8" TYPE "A" GRAVEL FOR ARMSTRONG BEAUCHAMP
BOUNDARY AND HILLIARDTON ROAD REHABILITATION PROJECTS
WITHIN THE TOWNSHIP OF ARMSTRONG**

SEALED TENDERS, clearly marked as to contents, will be received by the Township until 2:00 p.m. local time on:

Thursday, May 2, 2024

THE TENDER must be accompanied by a certified cheque or bid bond not less than the amount stipulated in the Tender and Bonding Requirements must accompany each tender.

FORMS may be obtained by visiting the website at [Township of Armstrong - Home \(armstrongtownship.com\)](http://Township of Armstrong - Home (armstrongtownship.com)), the Township of Armstrong Municipal Office, 35 Tenth Street, Earlton, Ontario, P0J 1E0, during normal business hours Monday to Friday (8:00 am – 4:00 pm) or as requested by e-mail or telephone 705-563-2375.

ADDRESS: Township of Armstrong
Municipal Office
35 Tenth Street
P.O. Box 546
Earlton, ON P0J 1E0
Phone: 705-563-2375

**LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED BY THE
MUNICIPALITY. ACCEPTANCE AND/OR REJECTION OF ANY TENDER
WILL BE MADE BASED ON THE RECOMMENDATIONS OF COUNCIL**

1. AUTHORITY

Identified by the Council of the Corporation of the Township of Armstrong's passing of resolution 2024-104 on April 10, 2024.

2. INSTRUCTIONS TO BIDDERS

BID SUBMISSIONS

- a) **SEALED TENDERS**, signed by an authorized official and clearly marked as to the contents may be sent by mail or hand delivered until 2:00 p.m. local time, Thursday, May 2, 2024 to the attention of:

Dan Thibeault, CAO/Clerk-Treasurer
Township of Armstrong
35 Tenth Street
P.O. Box 546
Earlton, ON P0J 1E0

LATE BIDS WILL NOT BE ACCEPTED.

- b) A certified cheque or bid bond equal to 10% of the amount of the tender made payable to the Township of Armstrong is required as security. The cheque of the Contractor awarded the contract will be retained as contract security until the project is certified complete.
- c) The Contractor shall supply all labour, equipment and materials to complete the project and within the project scope.
- d) The Project must be fully complete to the satisfaction of the Township of Armstrong by July 31, 2024.
- e) Bids shall be made on a lump sum basis on the forms provided. Acceptance of the tender shall constitute a formal and binding contract when the Form of Offer and Agreement is signed by municipal officials.
- f) Bidders should review the contents of this Request for Tender carefully, as it is each Bidder's responsibility to ensure that it has all the necessary information concerning the requirements of this RFT.
- g) The Proposal Form of Offer and Agreement is attached and must be included with the Bidder's submission.
- h) Bidders do not need to include HST on the bid amounts or in the total tender. The Municipality will include 13% HST on all payments to the Contractor. The Contractor shall pay the applicable taxes, HST for labour, equipment and material supplied. If the Contractor is entitled to any exemptions, the Municipality will supply the necessary certificates.
- i) All prices, fees, charges and quotations proposed must be in Canadian dollars.
- j) Although the Township does not prohibit contact by Bidders, Bidders are advised that only communications in writing from the Township will be binding on the Township. All administrative inquiries, relating to this RFT, are to be directed to Caleb Fotheringham, Public Works Superintendent at caleb.fotheringham@armstrong.ca.
- k) Bids will be publicly opened Thursday, May 2, 2024 at 2:05 p.m. and will be considered for award by Council at the Council meeting scheduled for May 8, 2024.

- l) Notification of acceptance will be by written form of notice to the address of the successful proponent used on the bid forms. The date of acceptance shall be deemed to be the date of receipt of the acceptance notice by the proponent.
- m) A bid submission may be voided by superseding it with a later bid submission or letter of withdrawal prior to the closing date and time.
- n) The contract is expected to be provisionally awarded but no construction may commence until all contractor requirements are met and funding/financing of the project is confirmed.
- o) Bid Submissions and any amendments thereto received after the closing date and time, will not be accepted, and will be returned to the Bidder submitting the same.
- p) The Township reserves the right to obtain any further information in respect of any error or otherwise after the closing date from any Bidder that the Township deems necessary; and all Bidders agree to provide all such additional information, as and when required, at their own expense. No Bidder, in supplying any such additional information shall be allowed, in any way, to change the pricing or other cost quotations originally submitted in its bid or in any way materially alter or add to the original bid.
- q) **Tenders not conforming to the following requirements will be disqualified:**
 - **Proposals must be legible, in ink, by hand, typewriter or printer.**
 - **Proposals must be complete, and on the forms provided by the Municipality.**
 - **The Form of Offer and Agreement must be signed and sealed by an authorized official of the organization.**
 - **The Company must be licensed to do business in Ontario.**
 - **Proposals must be delivered to the Municipality by the closing date and time.**
 - **Proposals must be accompanied by the bid deposit.**
 - **Proponents must disclose any perceived conflict of interest or pecuniary interest with the Township of Armstrong in writing.**
- r) Notwithstanding anything to the contrary or otherwise in this RFT, the following applies:
 - The Township reserves the right to cancel this RFT, in whole or in part, at any time prior to making an award, for any reason or no reason, without any liability to any Bidder;
 - The Township reserves the right to increase or decrease delivery specifications that the Township deems necessary, at any time prior to making an award, for any reason or no reason, without any liability to any Bidder;
 - Any and all Proposals may, without any liability of any kind to any Bidder, be rejected by the Township should it be deemed in the best interests of the Township to do so, without stating reasons therefore.
 - The Township will not reimburse any Bidder for any cost of expense of any kind incurred in the preparation or submission of any response to this RFT.

3. PROCUREMENT PROVISIONS

Refer to By-law No. 2017-48 Being a By-law governing procurement policies and procedures for the Corporation of the Township of Armstrong. A copy may be viewed at the Municipal Office during regular business hours.

4. SCOPE OF THE WORK

The Contractor shall supply all the materials, labour and equipment required to perform the work except where specifically noted.

To supply, haul and placement of \$190,000 of 5/8” Type “A” Gravel on the Armstrong Beauchamp Boundary for approximately 4.7 km and on Hilliardton Road east of Hwy 11 for approximately 2.1 km.

It is understood and agreed that the tender quantities are estimated only and may be increased or decreased by twenty percent (20%) by the municipality without any alteration of the contract unit price.

5. TERMS OF THE CONTRACT

Once awarded, the contract shall commence on or about June 1, 2024 and shall be completed on or before July 31, 2024.

6. MATERIALS AND PLACEMENT

Aggregates shall meet the requirements of the OPSS 1010, being the Material Specification for Aggregates A, B, M and Select Sub Grade Material. The Municipality reserves the right to sample and test the aggregate at the Owner’s expense. Aggregate not meeting the specification will be rejected and the Contractor shall not receive compensation for the material or placement.

If the first test at the supply location, fails to meet the requirements of OPSS 1010, any retesting will be at the expense of the Contractor.

The granular material shall be spread in a uniform layer over the road as directed by the Public Works Superintendent. The Municipality will be responsible for grading the material.

7. LIABILITY

The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions or other proceedings initiated by others arising out of or attributable to anything done or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this contract.

8. INSURANCE

The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than \$3,000,000 per occurrence for bodily injury, death and damage to property.

The Contractor shall maintain a policy of liability insurance having limits of not less than \$3,000,000 inclusive for any one occurrence for comprehensive Public Liability and Property Damage covering all operations and liability assumed under contract with the Owner.

Prior to the beginning of the contract the contractor must provide adequate proof of insurance or certified copy of insurance (Certificate of Insurance or certified copy of policy) to the Clerk of the Municipality, protecting the Municipality from all claims for damage or injury including death to any person or persons and for damage to any property or other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his/her servants or agents during the execution of this contract.

9. OCCUPATIONAL HEALTH AND SAFETY AND WORKPLACE SAFETY AND INSURANCE BOARD

The successful bidder shall deliver proof of Workplace Safety and Insurance Board coverage prior to work commencing in the form of a clearance certificate.

The contractor shall work within the requirements of the Occupational Health and Safety Act, and regulations.

10. TRAFFIC CONTROL

The Municipality will coordinate with the contractor for adequate control of traffic while operating on municipal road allowances.

11. UTILITIES

Overhead utilities may exist in the area of construction. The contractor shall be entirely responsible for any damage to utilities caused by him/her, their subcontractors or employees while undertaking this work.

12. MEASUREMENT AND PAYMENT

Measurement for payment will be in cubic yards by truck ticket method. The contractor agrees to prepare and submit to the Municipality a total invoice for the amount of tender, at the end of the contract.

Payment terms are NET 30 days. Invoices shall be addressed to the attention of the CAO/Clerk-Treasurer.

**FORM OF TENDER AND AGREEMENT
RFT 2024-01**

**FOR THE SUPPLY, HAUL AND PLACEMENT OF APPROXIMATELY
\$190,000 OF 5/8" TYPE "A" GRAVEL FOR ARMSTRONG BOUNDARY AND
HILLIARDTON ROAD PROJECTS WITHIN THE TOWNSHIP OF
ARMSTRONG**

Tender By:
COMPANY NAME _____
ADDRESS _____
TELEPHONE NO. _____
CONTACT NAME AND TITLE _____
EMAIL _____

The Contractor agrees, having carefully examined this tender, scope of work and location of the work and understanding all terms and conditions, hereby offers to enter into a contract in accordance with the proposed scope of work and specifications which form the basis of the tender.

The contractor agrees that if this tender is accepted that the signature below and the security enclosed, offers to complete this contract in accordance with the terms contained herein.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Municipality by $\pm 20\%$ without alteration of the tender price.

I/We (contractor) agree work will commence no earlier than _____ and be substantially complete by _____, 2024.

I/We (contractor) hereby submit the following bid prices:

Description	Estimated \$ (Taxes Excluded)	Unit	Unit Price	Total Cubic Yards
5/8" Granular A Gravel	\$190,000	Cubic Yards	\$ _____	\$ _____

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the date last written below.

OFFERED ON BEHALF
CONTRACTOR

ACCEPTED ON BEHALF OF THE
TOWNSHIP OF ARMSTRONG

Name _____
(print)

Jean Marc Boileau, Mayor

Signature _____

Dan Thibeault, CAO/Clerk-Treasurer

Address _____

Date _____

Date _____

Note: The above, when signed and offered by the Contractor, shall constitute a formal and binding Contract when accepted by and signed on behalf of the Township.