



THE CORPORATION OF THE  
TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS

TENDER KHR – 03 – 2019  
SAND BAG PICKUP AND REMOVAL FROM PRIVATE PROPERTY  
IN THE GEOGRAPHIC TOWNSHIP OF KILLALOE, HAGARTY AND  
RICHARDS

The Municipality of the Township of Killaloe, Hagarty and Richards is committed to integrating accessibility considerations into our procurement processes. We ask potential suppliers to tell us about the accessible options they offer. We include accessibility considerations in our evaluation.

## THE TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS

Tender Number: KHR - 03 - 2019  
Tender Closing Date: June 4, 2019  
Tender Closing Time: 4:30 P.M. Local Time  
Tender Opening Time: 7:00 P.M. Local Time  
  
Tender for: SAND BAG PICKUP AND REMOVAL  
FROM PRIVATE PROPERTY  
  
Location: See Appendix 'A'

### **PART A Tendering Procedures**

1. All inquiries, concerning the tender, prior to tender closing, shall be directed to:

DEAN HOLLY – WORKS SUPERINTENDENT  
613-757-2300 OR 613-757-3023 CELL 613-401-9073

2. Notification of acceptance of tender will be by telephone and written form of notice, to the address of the Contractor used on the bid forms. The date of acceptance shall be deemed to be the date of receipt of the acceptance notice by the Contractor.
3. A tender may be voided by superseding it with a later tender or letter of withdrawal, prior to the closing date and time.

### **PART B Tendering Requirements**

1. A certified cheque, made payable to the Township of Killaloe, Hagarty and Richards in the amount of 10% of the total tender must be submitted with the tender, for deposit purposes.

Deposit cheques of unsuccessful bidders will be returned within ten (10) business days of the tender opening. The cheque of the successful bidder shall be retained until the Municipality's acceptance of the completed work.

2. The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within ten (10) business days of

receiving the acceptance notice. Coverage shall be at least \$2,000,000 per accident and name the Municipality as an additional insured. Failure to provide such proof may result in cancellation of the contract and forfeiture of the bid deposit.

3. The successful bidder shall also deliver proof on request of Workers Compensation Insurance coverage, within ten (10) business days of receiving the acceptance notice.

## **PART C Basis of Rejection**

Tenders not conforming to the following requirements will be disqualified:

- a) Tender must be legible, in ink, by typewriter or by printer. Entries or changes made in pencil shall, unless otherwise decided by the Township of Killaloe, Hagarty and Richards, be invalid. Tenders which are incomplete, illegible or obscure, or that contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected.
- b) Tender must be on form provided.
- c) Tender must be in the possession of the Municipality by the closing date and time.
- d) Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company.
- e) All items must be bid.
- f) Tender must not be restricted or modified in any way.

### Disqualifications

Under no circumstances will tenders be considered which:

- a) are received **after 4:30 pm, Local Time on Tuesday June 4, 2019;**
- b) include tender qualifications or other conditions not authorized by the Township of Killaloe, Hagarty and Richards; or
- c) are in the determination of the Township of Killaloe, Hagarty and Richards, incomplete.

### Right to Accept or Reject

The tender which includes the lowest submitted cost will not necessarily be accepted. The Township of Killaloe, Hagarty and Richards has the right to reject any and all tenders for any reason whatsoever. The Township of Killaloe, Hagarty and Richards shall not be responsible for and potential bidders shall not be entitled to, reimbursement for any liability costs, expenses, loss, economic loss, damages or consequential damages incurred, sustained or suffered, including loss of profit, by any potential bidder prior or subsequent to, or by reason of the acceptance or the non-acceptance by the Township of Killaloe, Hagarty and Richards of any tender or by reason of any delay in the acceptance of a tender. Tenders are subject to formal acceptance by the Township of Killaloe, Hagarty and Richards and a formal service contract agreement being prepared and signed.

POTENTIAL BIDDERS ARE ADVISED THAT ACCEPTANCE OF ANY TENDER WILL BE DONE BY RESOLUTION OF THE TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS COUNCIL.

### **Part D      Acceptance**

#### Award of Tender

The lowest or any tender will not necessarily be accepted. The Township of Killaloe, Hagarty and Richards may, in its sole discretion;

- a)      award a contract to the potential bidder that the Township of Killaloe, Hagarty and Richards, in its sole discretion, determines is the best qualified and compliant tender; or
- b)      determines that the potential bidder meets the best possible competencies; or
- c)      not award any contract at all.

The determination of the best qualified and compliant tender shall be at the sole discretion of the Township of Killaloe, Hagarty and Richards, which decision shall be final and not challengeable.

### **PART E      General Conditions**

#### 1. Performance Evaluation

Failure to execute the contract in a competent manner shall result in the bidder's disqualification from bidding on the Municipality's contracts for a period of two (2) years.

## 2. Engineer, Authority and Municipality

The terms; Corporation, Inspector, Engineer and Authority shall be deemed to be the Municipality.

## 3. Omissions, Discrepancies and Interpretations

Should a potential bidder find omissions from or discrepancies in any of the tender documents or be in doubt as to the meaning of any part of such documents, the potential bidder is required to contact the Township of Killaloe, Hagarty and Richards, no later than five (5) business days before the closing date. If the Township of Killaloe, Hagarty and Richards considers that a correction, explanation or interpretation is necessary or desirable, it will issue an addendum to all that have taken out tender documents.

## 4. Special Provisions

Special Provisions applicable to this tender are set out in Appendix "A" attached.

## **PART F      COMPLETION DATE**

The Contractor shall complete the work by **June 30, 2019**.

If the time limit above is not sufficient to permit completion by the Contractor working a normal number of hours, the Contractor shall make changes to permit the work to be completed by the above date.

Additional costs incurred shall be deemed to be included in the price bid for the works. If the work is not complete by the above date, or by an amended date allowed by an approved extension of time, then the Contractor agrees to pay the Municipality a sum of     \$100.00     per calendar day, for each day's delay in finishing the work, as liquidated damages.

**APPENDIX “A”**  
**SPECIAL PROVISIONS**

1. The successful contractor shall be responsible for picking up sand bags on private property in the geographic Township of Killaloe, Hagarty and Richards and disposing of them in an environmentally safe manner. It shall be the responsibility of the successful contractor to find the proper location to dispose of the sand bags. They cannot be disposed of in the Townships landfill sites.
2. The successful contractor shall be responsible for any damage to private property caused by the successful contractor during the pickup and or removal of the sand bags.
3. The successful contractor is not responsible for picking up any plastic, wood or other flood debris.
4. Pickup is in the geographic Township of Killaloe, Hagarty and Richards and is limited to filled sand bags that were used as a result of the recent flood.

**FOR INFORMATION PURPOSES ONLY:**

- Arrangements for pick up will coordinated between the Municipality and the successful contractor.
- The Municipality distributed approximately 40,000 sand bags and 500 m3 of sand in various locations within the Municipality.
- The Township has asked information from property owners regarding locations and quantity of sand bags for pickup and will provide the successful contractor with this information.
- There will be a sign off sheet for the successful contractor and property owner to sign off once the sand bags have been picked up.

The successful contractor awarded this tender shall sign a formal service contract agreement prior to commencing any work.

**TOWNSHIP CONTACTS AND ADMINISTRATION**

Any questions or any additional information contact:

Dean Holly, Works Superintendent  
Township of Killaloe, Hagarty and Richards  
1 John St., P.O. Box 39  
Killaloe, Ontario K0J 2A0  
(613) 757-2300 – office  
(613) 757-3023 - garage  
(613) 757-3634 – fax  
(613) 401-9073 - cell  
E-mail: [dholly@khrtownship.ca](mailto:dholly@khrtownship.ca)

TOWNSHIP OF KILLALOE, HAGARTY AND RICHARDS

REQUEST FOR TENDER 03 – 2019

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Contractor's Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Province

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Cell Number

\_\_\_\_\_  
Fax Number

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

The successful contractor will be required to provide all machinery, materials, permits and manpower necessary to pickup and dispose of sand bags as outlined in appendix "A" of this tender document.

The successful contractor is required to provide the Township with proof of insurance in the amount of \$2,000,000.00 and is responsible for all issues relating the WSIB coverage, insurance liability, etc for their employees and or subcontractors with relation to this tender.

Contract Price      \$ \_\_\_\_\_ CDN

Applicable Taxes      \$ \_\_\_\_\_ CDN

TOTAL CONTRACT PRICE      \$ \_\_\_\_\_ CDN  
(including taxes)

## **TENDER CLOSING**

(a) Date of Closing

Tender submissions can be made until **Tuesday June 4, 2019 at 4:30 PM Local Time.**

(b) Package Submission Process

Tender packages shall be submitted in a closed and sealed envelope clearly marked as to contents, to:

Lorna Hudder, CMO, Dipl.M.M.  
CAO/Clerk-Treasurer  
Township of Killaloe, Hagarty and Richards  
1 John St., P.O. Box 39  
Killaloe, Ontario K0J 2A0  
(613) 757-2300 - office  
(613) 757-3634 – fax  
E-mail: [lhudder@khrtownship.ca](mailto:lhudder@khrtownship.ca)

**Please note that the successful tender may not necessarily be the lowest submitted cost but the one that provides the best long-term solution for the Township of Killaloe, Hagarty and Richards.**



Tender Number: KHR – 03 – 2019

The Contractor has carefully examined the conditions and specifications attached and referred to in this tender, and has carefully examined the site and work location, and understands and accepts the said conditions and specifications, and for the prices set forth in this tender, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in this tender, to complete the work in strict accordance with said conditions and specifications.

Attached to this tender is a certified cheque, in the amount of 10% of the total tender, made payable to the Municipality. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Municipality, if the Contractor fails to complete the work in accordance with the tender documents.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Municipality without alteration of the tender price. However, such increases or decreases shall not exceed 20%.

This offer shall be irrevocable for a period of thirty (30) calendar days following the date of tender opening.

I/We (the Contractor) promise to perform the work without undue delay and complete the work by **Sunday June 30, 2019.**

