



**THE CORPORATION OF
THE TOWNSHIP OF
GEORGIAN BAY**

**REQUEST FOR TENDER
No. 2022-15**

Winter Contract Plow

Date Issued : Tuesday, September 6th, 2022

**Date Closes : Thursday, September 29th, 2022
2:00 PM Local Time**

**Location : The Township Of Georgian Bay
99 Lone Pine Road
Port Severn, Ontario
L0K 1S0
bsokach@gbtownship.ca**



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1.1 BACKGROUND

The Township of Georgian Bay is a lower tier municipality in the District of Muskoka. As such, it delivers planning, parks, libraries, roads, limited social services and other ancillary services. The close proximity of the Township to the urban population of Toronto and Barrie has contributed to its historic and contemporary role as an important cottaging, recreation and tourism destination. The Township has a permanent resident population of approximately 3,400 and an additional seasonal population of approximately 15,000. Local census data shows rapid growth and changing demographics creating pressure for year-round retirement and seasonal residences. The Township is comprised of three urban communities – Port Severn, Honey Harbour and MacTier as well as waterfront and rural areas

1.2 SCOPE OF WORK

This contract is for the 2022/2023 winter season with the option for the Township to extend the contract for the 2023/2024 winter season. Should such extension (s) be undertaken, all terms and conditions of the Contract will be in effect for the 2023/2024 winter season.

1.3 QUESTIONS & CLARIFICATIONS

It will be the Proponent's responsibility to clarify any details in question not mentioned in this request before submitting their Tender.

Questions relating to this request must be:

Received By : On or before Monday, September 12th, 2022 by 4:00 PM
Contact : Mike Taylor, Operations Supervisor
Email : mtaylor@gbtownship.ca

Answers to pertinent questions will be responded to and shared via an addendum to ensure a level playing field. Questions received after this date and time will not receive a response.

A clarification does not form part of the Tender document.



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Any modifications to the document, or answers to questions, will be in the form of addenda, which will be issued by the Contact and posted on the Township's website in accordance with the schedule of events below.

1.4 SCHEDULE OF EVENTS

Tender Issued	Friday, September 6 th , 2022	
Deadline for Queries	Monday, September 12 th , 2022	4:00PM
Addendum Release (if required)	24 hrs following Query Deadline	
Closing Date	Thursday, September 29 th , 2022	2:00PM
Tender Opening	Thursday, September 29 th , 2022	2:05PM
Anticipated Notice of Award	Week of October 17 th , 2022	

1.5 SUBMISSION, CLOSING AND GENERAL TERMS AND CONDITIONS

Tender submissions will be accepted at the Township Office (address noted in Section 2.1), digitally through Biddingo for consideration prior to the closing date and time.

Emailed submissions are NOT accepted

All proposal submissions must conform to the terms and conditions set out herein including the attached Schedule C – General Procurement Process (An excerpt from the Procurement Policy By-law 2013-74) Revision of June 2015 **SECTION 6**. Failure to do so may cause the submission to be rejected.

The Township reserves the right to reject as any tender that in its opinion would not be able to perform the work in a satisfactory manner.

The lowest or any bid will not necessarily be accepted.

To participate in the VIRTUAL public opening please advise prior to noon on September 28th, 2022 via email to yjacques@gbtownship.ca. A Zoom link will be provided.

A tender may be withdrawn at any time prior to the Closing of September 29th, 2022 @ 2:00:00 pm.

Subsequent to the opening, however, the information contained is public information. It is understood that by completing and submitting a response the Respondent agrees to public release of their name and amount of bid.



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1.6 CANCELLATION OF CONTRACT

The Director of Operations reserves the right to cancel this contract:

- a) Only if the Contractor is not performing in accordance with the terms of this contract.

- b) Only after notification to the Contractor in writing of his intent to cancel and stating the breach of contract involved.



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2 SPECIFICATIONS

2.1 BIDDER REGISTRATION FORM

Bid Takers List

Bidders intending to bid must register with the Operations Department. Bidders who do not register will not receive any additional information or addendums relating to this project.

Interested bidders are required to complete the information below and send to the Director of Operations either by fax at 705 538-1850 or email vjacques@gbtownship.ca.

Bidder Registration Form 2022 Winter Contract Plow Tender

NAME OF BIDDER: _____

ADDRESS: _____

CITY: _____

PROVINCE: _____ **POSTAL CODE:** _____

TELEPHONE NO: _____ **FAX NO:** _____

EMAIL: _____

CONTACT PERSON: _____

TITLE: _____



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2.2 REQUIREMENTS

The following is to be fully read and understood by the bidder.

- This agreement covers the supply of one (1) tandem axle truck equipped with plow/wing, hopper and operating prewet system, with driver, to operate at the discretion of the Operations Supervisor from either the Port Severn Public Works yard at 14 Bressette Road or the MacTier Public Works yard at 630 High Street, for plowing, sanding and salting on publicly owned property within the Area Municipality of the Township of Georgian Bay, hereinafter referred to as the "Township".
- The truck shall be delivered to one of these two locations, 14 Bressette Road, Port Severn or 630 High Street, MacTier with spreader mounted ready for sanding/salting and with a working Prewet System to be used only at the discretion of the Operations Supervisor on or before November 1, 2022. The winter season shall terminate no earlier than March 15th, 2023.
- The owner and/or designated operator of this contracted vehicle will be required to report with the truck, plow and spreader and prewet system to the Port Severn Public Works Yard to have the unit calibrated. At this time the Operations Supervisor will give instructions, which are to be observed at all times, on the proper operating techniques to be used in the application of salt and sand.
- The Township will install a two-way radio into the truck. At the end of the season this radio will be removed from the truck.
- The truck shall be equipped with all equipment and accessories as required by the Ontario Highway Traffic Act and must display a sticker indicating the unit has passed a current Commercial Vehicle Annual Inspection. The date of this inspection shall be such that the sticker shall be valid for the duration of this contract.
- The truck will be equipped with an engine block heater.
- The contracted truck, will be stored at the Township Public Works Yard located at 630 High Street in MacTier or 14 Bressette Road in Port Severn.
- The Township will supply a loader at the stockpiles and for the duration of this contract it will be the responsibility of the driver of said contracted truck to operate this loader in order to load his own unit. The Township will require the operator to demonstrate his ability to operate the loader. Failure to provide an operator who can successfully operate



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the loader will result in rejection of this bid or cancellation of this contract.

Truck Specification Minimum

- Tandem Axle with a GVW 60,000 lbs (20,000 lbs front 40,000 lbs rear) Tag and lift axles not accepted
- Tires sized appropriate to the axle weights
- Speedometer and odometer recording speed and distance accurately
- Braking on all axles
- Truck Hydraulics must be controlled by a hydraulic pump continuously driven by the trucks engine and must maintain a sufficient oil flow to support all hydraulic functions needed to perform winter operations
- Unit must be no more the 10 years old
- 2 way radio to be programmed to the GBT frequency (will be provided once tender is awarded)
- Unit must be maintained in accordance with all MTO regulations
- Fuel, lubes, oils, maintenance must be supplied by the contractor

Plow Specifications Minimum

- Front frame mounted 11' plow, reversable plow preferred (one-way plow accepted)
- Side mounted 11 or 12' wing
- Plow and wing must be equipped with full trip capabilities and adjustable shoes
- All snow equipment must be controlled from in the cab

Box/Hopper Specifications

- 14 Cubic yard capacity (10" side boards accepted to achieve capacity)
- Front discharge gate shall be provided and must be full width of conveyor. Gate to be set at calibration and not adjusted after calibration
- Salt/sand spreader shall be designed with 2 hydraulic driven conveyors. 1 main conveyor that runs full length of the box/hopper and 1 cross conveyor.
- Left side discharge from conveyor for material to be dispensed to road surface
- Left side hydraulically driven spinner that can achieve and maintain a spread with of 0 meters to 3 meters
- Electronic spreader controller must be provided and must have capabilities of adjusting spread rates as per TGB, (Spread rates for programming will be provided once tender is awarded), manual spreader controllers not accepted, operator must be able to stop the flow of material and control spreading width instantly from the cab.
- Contactor must supply their own replacement parts and hardware for all their equipment.



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Prewet Specifications

- Single 155 gallon clear poly prewet tank on each side
- Each side with 2" camlock fill coupler's
- Ball valve shut off per tank
- Integral Steele body fender's to fully enclose and protect prewet tray's and tank
- 3 gallon clear poly flush tank
- Spray nozzles kit with spray at the end of conveyor table where material meets spinner assembly

Lighting

- Lights shall be supplied and installed by the contractor, lights must meet the Highway Traffic Standards for a sand and salt spreader unit
- Unit must have 360 degree visual yellow and blue strobe style lights

2.3 MAINTENANCE OF EQUIPMENT

- Equipment shall at all times be maintained in accordance with Ministry of Transportation regulations.
- Fuel, lubricants and all maintenance shall be supplied by the contractor.
- The Contractor shall be responsible for the general care of the truck with spreader maintaining a clean appearance.

2.4 OPERATOR

At the commencement of the contract, and for each season if extension options are exercised, the Contractor shall provide a current Driver's Abstract and contact information for a sufficient number of operators, primary and secondary, to allow the rented unit to be operated 24 hours per day in compliance with the Highway Traffic Act and Employment Standards Act. The contractor is solely responsible for maintaining any records required by HTA or ESA.

All operators of the equipment shall be experienced and qualified to perform efficient, quality work. Substitute operators will be permitted only with prior consent from the Director of Operations or his designate and where a current Driver's Abstract has been submitted.

The Township reserves the right to assess the qualifications and workmanship of any operator. Written concerns will be delivered by hand or registered mail to the Contractor. The Contractor has seven (7) days from receipt of same to respond satisfactorily to the Township or rectify the situation within the terms and conditions of this contract. If the situation is not rectified, the



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Contractor can be found in default of this contract and the contract cancelled forthwith with no penalties to be paid to the Contractor.

2.5 LOCATON

All work will be done within the Township of Georgian Bay, on publicly owned property.

2.6 LIMITATION OF DAMAGES

The Proponent waives any claim for loss of profits, expenses, liabilities, costs, losses or damages incurred, sustained or suffered by themselves prior or subsequent to or by reason of the acceptance or the non-acceptance by the Township of an Tender or by reason of any delay in the acceptance of a Tender, or matters in respect of the competitive process, except as provided in the Tender. All costs incurred in the preparation and presentation of the Proposal shall be wholly absorbed by the proponent.

All proposals and supporting documentation submitted with the tender or resulting from the project shall become the property of the Township of Georgian Bay.

2.7 ERROR & OMISSIONS

It is understood, acknowledged and agreed that while this Tender includes specific requirements and specifications, and while the Township has used considerable efforts to ensure and accurate representation of information in the tender, the information is not guaranteed by the Township to be comprehensive or exhaustive. Nothing in the tender is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Tender. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the contract.

3 OTHER GENERAL INCLUSIONS

3.1 INSURANCE REQUIREMENTS

As per Schedule C – Clause 2g, an insurance Liability Certificate (Township of Georgian Bay listed as "additional insured") with a minimum of the criteria listed below.

- \$5 million general liability policy
- \$5 million professional errors and omissions liability
- \$5 million automobile liability policy



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3.2 OCCUPATIONAL HEALTH AND SAFETY (OSHA) AND THE ENVIRONMENTAL PROTECTION ACT (EPA)

- 1) The Contractor recognizes and agrees that health and safety is of prime concern to both the Contractor and the Township. The contractor shall comply with all applicable legislation in relation to health and safety, including but not limited to the Occupational Health And Safety Act and the Environmental Protection Act R.S.O. 1990, and/or regulations, guidelines or standards made pursuant to such legislation. The breach of this condition will be considered to be a fundamental breach of this contract and shall be deemed to be just cause or sufficient reason that the Township may terminate the contract immediately, without prior notice. Should this occur, the Township may, at its exclusive discretion, in addition to any other remedy, perform the obligation on the Contractor's behalf and the cost or expense incurred by the Township shall be a debt due and owing from the Contractor to the Township, and set off against any other amounts owed by the Township to the Contractor.
- 2) The contractor shall specify in the contract documents the applicable legislation, regulations and/or standards/guidelines. The Contractor shall, before commencing any of the work on the project, familiarize itself with the Townships safety and environmental programmes and will promptly comply with all safety and environmental instructions identified by the Township. The Contractor shall be primarily responsible for enforcing safety requirements and standards in its own employees and any Subcontractors employed on this contract. The Contractor shall appoint health and safety representatives and set up a joint health and safety committee as required by the OHSA.
- 3) (a) For the purpose of this paragraph, "The Township" includes the municipal corporation and its officials, representatives, managers and/or employees.

(bi) The contractor shall indemnify the Township in relation to all legal costs incurred by the Township that are in any way related to an alleged act(s) or omission(s) by the Contractor, its employees or its subcontractors in the performance of this contract. Without limiting this, such acts or omissions include an alleged violation(s) of the OHSA or the EPA and any regulations, guidelines or standards made pursuant to such legislation. "Legal costs" includes legal fees of a solicitor and her/his own client basis, and the cost of staff time and fees for witnesses, including expert witnesses.

(bii) The Township also reserves the right to recover all other costs that it may incur as a result of any alleged act(s) or omission(s) by the contractor, its employees or its subcontractors in the performance of this contract. Without limiting this, such



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acts or omissions include any alleged violations(s) of the OHSA or the EPA and any regulations, guidelines or standards made pursuant to such legislation.

- 4) The contractor shall provide the Township with information in writing regarding the Contractor's health and safety performance and any subcontractors engaged by the Contractor, in accordance with **Schedule A** . This includes, but is not limited to information regarding health and safety policies, health and safety meetings, health and safety training, occupational accidents and/or compliance with applicable legislation/regulations and/or guidelines/standards.
- 5) The Contractor acknowledges that it has been provided with ample opportunity to review this agreement and obtain independent legal and/or other advice. Accordingly, the Contractor agrees that all provisions in this agreement are valid and effective. The parties further agree that the terms of this agreement are severable, and the invalidity of any paragraph or provision, for any reason, shall not affect the rest of the agreement.

3.3 WORKPLACE SAFETY INSURANCE BOARD (WSIB)

The successful Respondents shall provide proof of coverage and shall maintain this coverage throughout the length of the contract. Failing to do so does not/will not fall on the Township responsibility and/or burden.

3.4 OTHER PROVINCIAL/FEDERAL LEGISLATION

Respondent are to ensure all other provincially or federal work place legislation is followed including but not limited to Smoke Free Ontario Act, 2017.



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SCHEDULE "A"

This Schedule must be completed and all Forms and Information required herein must be included with Contractor's Statement in sealed tender envelope. Failure to do so will result in the tender being considered incomplete.

CONTRACTOR HEALTH AND SAFETY INFORMATION and ENVIRONMENTAL PROTECTION ACT INFORMATION

1. Current Exact Legal Name of Contractor (attach Articles Of Incorporation or other business registration document).

2. Supervision, Representatives And Certified Workers
 - a) Competent Supervisor for this contract
 - i) Name:
 - ii) Training:

 - b) Provide the name(s) of the Contractor's health and safety representative(s).

3. Occupational Accidents

Provide a Certificate of Clearance (Form 0190C) from the Workplace Safety and Insurance Board of Ontario subsequent to the award of the Tender.



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4. Legislation, regulations, standards & Guidelines

a) List the legislation, regulations, standards and guidelines that are relevant to this contract. (EPA and OHSA)

b) Describe extent of supervision that will be provided for this contract.

5. Subcontractors

Indicate the name(s) of subcontractors, if any that will be engaged by the Contractor for this contract.

Dated at _____ this _____ day of _____, 2022.

AUTHORIZED SIGNATURE

POSITION



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SCHEDULE "B"

EQUIPMENT INFORMATION & FORM OF TENDER

SPECIFICATION	
Vehicle Make and Model	
Vehicle Date of Manufacture	

REFERENCES

Please list below the names of three Municipalities and/or Contractors that your firm has performed similar type of work for:

MUNICIPALITY/CONTRACTOR	CONTACT NAME	TELEPHONE



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SCHEDULE "B"

CONTRACTOR'S STATEMENT & FORM OF TENDER

Following is my/our price in full to perform the work under the terms as outlined in this tender.

Bid Information:

Price per working hour (HST extra)	\$
Daily Standby Rate(HST extra)	\$
HST Registration #	

The Contractor has carefully examined the conditions attached to this Quotation and is prepared to perform all work in a legal, professional manner with safe equipment, licensed as required, including H&SA/EPA Schedule "A" and is prepared to perform the work as outlined in this document, for the rate bid, for the 2020 season. The Contractor understands and accepts the said conditions, and for the prices set forth in this quotation hereby agrees to furnish all labour, machinery, tools, and apparatus and to perform the work as specified.

In the event my/our Quotation is accepted by the Township, this Quotation shall constitute a binding contract.

The Contractor agrees to carry liability insurance in accordance with the requirements of this contract and is prepared to submit Proof of Insurance upon acceptance of the contract. Failure to do so will result in the quotation being void.

The Contractor is prepared to perform all work in an excellent workmanlike manner, promptly and as directed by the Director of Operations or his designate. The Contractor understands that this Contract terminates in the event that work is not performed to the satisfaction of the Township, and that under such circumstances the Township reserves the right to declare the Contractor ineligible to bid on any Township work for a 12 month period.

The lowest or any Quotation will not necessarily be accepted.

TO BE CONSIDERED, Quotation Forms must be in the Township of Georgian Bay offices by 2:00 pm local time, on September 29th, 2022.

Dated at _____ this _____ day of _____, 2022



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SCHEDULE "B"

CONTRACTOR'S INFORMATION

Company Name:	
Address:	
Main Contact & Title:	
Office Phone Number:	
Cell Phone Number:	
Email:	
Fax:	

Signature

Please print name

Date

Title



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SCHEDULE "C" – GENERAL PROCUREMENT PROCESS (An excerpt from the Procurement Policy By-law 2013-74) Revision of June 2015

GENERAL PROCUREMENT PROCESS

In all cases, the procuring Department Head and any other affected department shall coordinate the procurements.

The Department Head will ensure:

- a) completeness of documentation;
- b) advertisements are arranged;
- c) bid closing and opening date, time and location have been booked;
- d) bid opening subcommittee has been appointed; and
- e) vendor contact information is appropriate .

1) Procurement Documentation Preparation

The procurement document will consist of a number of sections. When considered in its entirety, the document must contain the appropriate information so that staff evaluating the bids can determine that:

- a) the bidder understands the full scope of the procurement for which bids have been invited, and
- b) the bidder is capable and willing to perform all of the required work or provide all of the required goods and/or services; and
- c) the bidder is capable and willing to enter into a legal agreement with the Township for the provision of the required goods and/or services; and
- d) the bidder offers, when required, financial guarantees that a formal agreement will be executed (signed). This may require a bid deposit. When a bid deposit is required, the Department Head shall determine the amount of the bid deposit which may be 10 per cent of the estimated value of the work prior to bidding, an amount equal to 10 per cent of the bid submitted or such other amount as the Department Head deems appropriate .; and
- e) the bidder offers, when required, financial guarantees to ensure execution and performance of the contract. Means may include one or more of, but are not limited to, financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments and holdbacks.
- f) the bidder understands that moral, ethical and legal bidding practices must be adhered to in accordance with the municipality's and/or Provincial standards.



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2) Contents of the Procurement Document

Procurement documents will contain at least the following:

- a) A cover sheet indicating the bid number, the name of the procurement, the closing date and time, and issuer or contact person within the issuing department.
- b) Information to bidders containing non-technical information that advises the bidders of the general terms and conditions that apply to the tender of goods and/or services.
- c) Specifications - (used in preparation of Requests for Tender - RFQ) that provide details to describe accurately and precisely the nature, scope and extent of the goods and/or services required . Specifications may not be structured to exclude certain vendors or manufacturers unless there is documented evidence to warrant exclusion;

OR

Scope of Work- (used in preparation of Requests for Proposal - RFP) that defines the objectives of the project and the scope of the services required.

- d) Bid Deposit - information advising if a bid deposit is required to ensure that a formal agreement is entered into.
- e) Performance Guarantee- to ensure proper execution of the work, a performance guarantee in the form of certified cheque, irrevocable letter of credit, or bond (performance, labour and/or materials) may be required. All requirements must be clearly outlined in the information to bidders.
- f) Bidder Conduct - confirmation by the bidder that they have submitted a bid using legal bidding practices (included in contract).
- g) Insurance - Liability Insurance Certificate (Township of Georgian Bay listed as "additional insured") with a minimum of the criteria listed below. This should be used as a guide but each circumstance should be assessed individually and consultation provided by the Township's insurer from time to time.

\$2 million	general liability policy
\$2 million	automobile liability policy
\$2 million	homeowners (e.g. for rental of facilities)



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\$5 million general liability and automobile liability policies - for contracts done for most Public Works Department projects
\$2 million professional errors and omissions liability Builder Risk -the amount of the project cost

Bid documents must clearly indicate insurance requirements to be provided by the successful bidder.

- h) Form of Tender - when properly completed and signed, this is a legal offer by the bidder to carry out the tendered work. The Tender Form should include an acknowledgment from the bidder that he/she has reviewed and understands all of the tender documents, and that he/she is prepared and capable of fulfilling the proposed requirements for the supply of goods and/or services. Proper and clear identification of the bidder as well as clear bid prices must appear on the completed Tender Form.
- i) Evaluation Criteria - dependent on the method of procurement, evaluation criteria may be included in addition to identifying that price will also be considered.

3) Procurement Packages

Upon the request of a prospective bidder, the Department Head or designate shall supply one copy of the following:

- a) Cover Sheet;
- b) Procurement Document; and
- c) Bid Form.

4) Advertising

- a) The following advertising procedures shall apply to all procurements, except procurements by direct purchase and in some circumstances, at the discretion of the department head, request for quote.
- b) Where only prequalified suppliers will be eligible to participate in a procurement process, notice of the request for quotation, tender or proposal shall be given by way of notice in the Township's standard form and forwarded to the selected suppliers by regular mail, email, fax, courier, pick up at front reception or such other methods as may ensure notification and integrity of the process.
- c) Where a procurement process will be open to all who wish to participate, notice shall be given by the following methods:



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- i) publication in a trade journal or other publication likely to be read by the group of potential suppliers; and/or
- ii) publication on the Township's website.

Department heads shall give consideration to the value added benefits of utilizing online procurement portals such as MERX, Biddingo, etc.

- d) Procurements advertised shall include:
 - i) identifying the bid;
 - ii) a description of the goods and/or services sought;
 - iii) the name and office address of the designated municipal contact person;
 - iv) date and time of closing; and
 - v) Where the procurement documents may be obtained.
- e) The Township will make best efforts to maintain a list of annually reoccurring purchases, and when required, on the municipal website in an effort to advise potential suppliers.

5) Amendments/Revisions to Procurement Documents

Addenda will be issued under the following circumstances:

- a) Interpretation of tender documents as a result of queries from prospective bidders.
- b) Revisions, deletions, additions or substitutions of any portion of the procurement document.

The Department Head or designate shall approve the issuance of any addenda.

Notification of Addenda to Prospective Bidders

A copy of all addenda shall be sent by registered mail, or by fax confirmed by a telephone call or by electronic correspondence when appropriate to each prospective bidder who obtained procurement documents. Alternatively, the addendum may be posted on the Township website. All remaining procurement documents not yet distributed shall have the addenda appended.

Where an addendum must be issued within two days of the specified closing date, the closing date may be extended to allow four working days between the issuance of the addendum and the revised closing date. This extension is optional and shall be used as required.

Closing Date Extension or Cancellation



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When it becomes necessary to extend the closing date or to cancel the tender, all prospective bidders who received procurement documents shall be notified of the cancellation using the method for notification of addenda detailed above.

When a tender is cancelled, no bid will be accepted. All bids shall be returned unopened to the bidders by hand or by registered mail with a covering letter signed by the Department Head or designate.

6) Submission Requirements

All bids shall be received at the Township Municipal Office in the following form:

- a) Initialled by receiving party, time and date stamped;
- b) Receipt of the bid shall be recorded on a Bid Recording Form and safeguarded until after the bid closing time.
- c) The bid must be submitted in a sealed envelope clearly marked with the bid #;
- d) The correct bid form, if supplied by the Township, must be used;
- e) The bid must be legible, completed in a non-erasable ink and all items must be bid unless the tender specifically permits otherwise;
- f) Adjustments by telephone, letter, facsimile, or electronic correspondence to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and resubmit.

Any bids received after the closing time and date will not be accepted and will be returned unopened to the submitting vendor;

If any of the procurement requirements have not been met, the bid shall be considered to be an "Improper Bid" and dealt with as set out in Schedule "B" entitled "Acceptance or Rejection of Improper Bids."

7) Withdrawal of Bids

- a) Prior to Opening

The withdrawal shall be allowed if the request is made before closing time for the bid. The withdrawal request must be directed to the noted Department Head in writing on company letterhead and signed by a principal of the company.



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Telephone correspondence shall not be considered. Bids confirmed as withdrawn prior to being deposited with the Township shall be returned unopened to the bidder.

The withdrawal of a bid does not disqualify a bidder from submitting another bid for the proposed procurement.

Withdrawal requests received after the bid closing time will not be allowed. The bidder shall be informed that the withdrawal request arrived too late for consideration. However, when the bids are read out at the bid opening, the bidder may then proceed in accordance with the following section entitled "During the Opening."

b) During the Opening

During a bid opening a bidder may withdraw a bid prior to the opening of the bids. The bidder shall attest in writing to her/his identity and state the bid he/she desires to withdraw. The Department Head shall attach the withdrawal to the applicable bid and read out the bidder's name and announce that the bid has been withdrawn in accordance with established procedure. The Department Head shall not open the withdrawn bid. Bids withdrawn under this procedure shall not be reinstated.

8) Opening of Quotations, Proposals and Tenders

a) The bids submitted shall be publicly opened by a subcommittee consisting of:

- i) Head of issuing department;
- ii) Municipal Treasurer or designate; and
- iii) One staff member.

b) The Head of the issuing department shall check the Bid Recording Form with the number of bids to be opened to ensure that all bids received are accounted for.

If a discrepancy occurs, the bid opening proceeding shall be delayed until all bids have been accounted for.

c) Each bid will be opened one at a time, read aloud and analyzed for compliance to determine that:

- i) all procurement requirements have been met as stated in the procurement documents and this policy; and
- ii) all unit prices have been correctly extended and totalled .



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Bids which do not conform to the procurement requirements or which require mathematical corrections shall be deemed "Improper Bids" and shall be dealt with as set out in Schedule "B" entitled, "Acceptance or Rejection of Improper Bids."

- d) A written report outlining the bids received and the recommended successful bid will be presented to Council for approval (Consent Agenda).

9) One or No Acceptable Response Received

No Acceptable Bids Received

- a) Where the bids received in a procurement process exceed budget, are not responsive to the requirement, or do not represent fair value, a revised solicitation may be issued in an effort to obtain an acceptable response unless Section (8) above applies.
- b) The applicable Department Head and the Treasurer jointly may waive the need for a revised bid solicitation and enter into negotiations with the lowest responsive bidder, or the highest responsive bidder for a revenue driven bid selection emanating from a bid solicitation under the following circumstances:
 - i) the total cost of the lowest responsive bid is in excess of the funds budgeted by Council for the project or the highest responsive bid revenue is less than that made; and
 - ii) the Department Head and the Treasurer agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the bid solicitation.
- c) The Township has the right to cease negotiations and reject any offer at any time.

Only One Bid Received

In the event that only one bid is received in a procurement process, the Department Head may:

- d) Return the unopened bid to the bidder informing the bidder that the Township may be recalling the procurement at a later date; or
- e) Cause the bid to be opened and evaluated in accordance to this policy. If the bid is found not to be acceptable the procedures set out in Section (8) may be followed.



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Two Equal Bids Received

- f) The Township will offer an opportunity for suppliers to re-submit. Should a tie persist the equal bidders shall draw straws.

10) Awarding Bid

- a) The successful bid shall be awarded by resolution at a Council meeting. Once the necessary approvals have been received, the Department Head may use the bid form as the binding contract for the supply of the tendered goods and/or services.

The Head of the issuing department shall in writing notify each of the unsuccessful bidders of the awarded successful bid and to thank them for their participation.

The Department Head shall obtain the following documents:

- Goods/Materials
 - _ Material Safety Data Sheets for any WHMIS controlled products .
- Services
 - _ Signed Contractor Health & Safety Responsibility Agreement
 - _ WSIB Clearance Certificate (no more than 60 days old)
 - _ Contractor's accident history (for one year)
 - _ Liability Insurance Certificate(s) (Township of Georgian Bay listed as "additional insured").
 - _ Applicable licences and certificates of contractor's employees.

The Department Head shall be responsible for providing the following documents when securing the contract for services:

- Health and Safety Rules and Regulations; and
- Equipment Lockout Procedures.

- b) The opportunity for public viewing of competitive bids or proposal documents and bidders list disclosure is as follows:
- i) Winning bids and proposals become public information and may be disclosed upon a request by any member of the public. Bidders are informed in advance that if their bid is successful, it will become a public document.
 - ii) Where a tender opening is public, summary bid prices shall be read out and a written summary of this information will be available for public viewing following the tender opening and shall also be provided on request at any time. Individual bid pricing schedules may also be available for public viewing following the opening for a limited period



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of time if requested by any member of the public present at the opening, including any involved bidder.

- iii) Proposal openings may not be public; however, the selection committee's notes, score sheets, and the winning proposal can be viewed by any member of the public upon request. Proponents are informed in advance that their proposals become a public document if they are successful.

11) Disposition of Deposit Cheques

Following the recommendation to award the contract to a specific bidder, bid deposits of the bidders shall be returned to the applicable bidders to the last known place of business. The bid deposit cheque of the successful bidder, as well as the bid cheque from the second choice bidder, shall be held until the contract is executed.

12) Successful Bidder Does Not Finalize Contract

If the contract has been awarded and the successful bidder fails to sign the contract or provide the necessary security within the time specified in the procurement documents, the Department Head may grant additional time to fulfil the necessary requirements or may recommend the following:

- a) that the contract shall be awarded to the next lowest bidder; or
- b) that the contract be cancelled.

In either case, the tender bid deposit of the successful bidder shall be forfeited and forwarded to the Treasury Department for deposit.

13) Confirmation of Contract

Executed contract or letter of award shall confirm all tenders, whichever is most appropriate. All payments will be made after authorization is received via stamped invoice initialled by the Department Head and/or Treasurer.

14) Custody of Documents

The issuing department shall be responsible for the safeguarding of original purchasing and contract documentation for the procurement of goods and services.

OTHER

1) Access to Information

The disclosure of information received relevant to the issue of bid solicitations or the award of contracts emanating from bid solicitations shall only be made by the appropriate officers in accordance with the provisions of the Municipal Freedom of Information and Protection of Privacy Act/ R.S.O. 1990, as amended.



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All records and information pertaining to tenders, proposals and other sealed bids, which reveal a trade secret or scientific, technical, commercial, financial or other labour relations information, supplied in confidence implicitly or explicitly, shall remain confidential if the disclosure could reasonably be expected to:

- a) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organizations.
- b) result in similar information no longer being supplied to the Township where it is in the public interest that similar information continues to be so supplied.
- c) result in undue loss or gain to any person, group, committee or financial institution or agency; or
- d) result in information whose disclosure could reasonably be expected to be injurious to the financial and other interests of the Township.



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SCHEDULE "D" - ACCEPTANCE OR REJECTION OF IMPROPER BIDS (An excerpt from the Procurement Policy By-law 2013-74) Revision of June 2015

Extreme care shall be exercised to ensure that improper bids are handled in a manner, which is fair to the other bidders as well as the public.

The decision as to whether an improper bid shall be accepted or rejected shall be based upon the following considerations:

- i) is the intention of the bidder clear?
- ii) has the bidder made a conscientious attempt to comply with the submission requirements?

The following are guidelines only and are intended to illustrate some of the discretion allowed. The Department Head will review each case.

	IRREGULARITY		RESPONSE
1	Late Bids		Automatic rejection
2	Unsealed envelopes		Automatic rejection
3	Not completed in a non-erasable medium		Automatic rejection
4	Incomplete bids – part bids – all items no bids		Automatic rejection except where the tender form clearly states that an award may be made for individual items or where in the opinion of the Department Head, the incomplete nature is trivial or insignificant.
5	Qualified bids – qualified or restricted by an attached statement		Automatic rejection except where the tender change is requested by the Township or where in the opinion of the Department Head, the incomplete nature is trivial or insignificant.
6	Financial security not submitted or insufficient		Automatic rejection
7	Bid not properly signed		Automatic rejection



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8	Mathematic errors	<p>a) If the amount tendered for a unit price item does not agree with the extension of the estimated quantity and the tendered unit price, or if the extension has not been made, the unit price shall govern and the total price shall be corrected accordingly.</p> <p>b) If both the unit price and the total price are left blank, the bid will be rejected as incomplete.</p> <p>c) If the total price is left blank for a lump sum item, the bid will be rejected as incomplete.</p> <p>d) If the bid contains an error in addition and/or subtraction in the approved procurement documentation format requested, the error shall be corrected and the corrected total contract price shall govern.</p> <p>e) Bids containing prices which appear to be so unbalanced as to likely affect the interests of the Township adversely, will be clarified, and may be rejected.</p>
9	Agreement to bond insufficient or not submitted	Automatic rejection
10	Bids received on documents other than those provided by the Township	Automatic rejection unless, in the opinion of the Department Head, the matter is trivial or insignificant.
11	Illegible or obscure bids	Automatic rejection
12	Bids containing additions, erasures, alterations, errors or irregularities of any kind	May be accepted, as long as the bidder initials the changes within the time limit given.
13	Failure to include signature of the person authorized to bind the bidder in the space provided in the procurement document	Automatic rejection
14	Conditions placed by the bidder on the Tender Form	Automatic rejection