



THE CORPORATION OF THE TOWNSHIP OF CHAPPLE

TENDER #2025-02

The Township is seeking tenders for:

CRUSHING

10,000 cubic yards of 5/8 crushed B gravel
crushed and stockpiled in the Bond Pit
Located at the N ½ Lot 6 Con 4, Township of Mather

NOTE: A PRIMARY CRUSHER IS REQUIRED

Tenders will be received not later than
12:00 (noon) p.m. local time (CDT)

on Friday May 30, 2025

Delivery accepted:

a) In a Sealed Envelope addressed to

TENDER #2025-02 CRUSHING
The Corporation of the Township of Chapple
P.O. Box 4, Barwick, ON P0W 1A0

b) Via email to cao@chapple.on.ca with the subject line
TENDER #2025-02 CRUSHING

The Corporation of the Township of Chapple reserves the right to reject any or all bids, to waive irregularities and informalities in bids, and to award the project contract in the best interests of the Township in its sole and unfettered discretion. The lowest priced bid, or any bid, may not be accepted.



Instructions to Bidders

1. Timelines

An estimated schedule for the project is set out in the table below, including key dates and associated milestones.

Milestone	Date
Bid Submission closes	12:00 (CDT) noon local time on Friday May 30, 2025
Bids are opened	12:30 p.m. Central time on Friday May 30, 2025
Council Members &/or Committee & Administration will Review Bids	Regular Meeting of Council Tuesday June 10, 2025
Successful Bidder chosen; contract awarded or cancelled	Regular Meeting of Council Tuesday June 10, 2025
Project to be started	No sooner than June 16, 2025
Project to be completed	No later than July 18, 2025

2. Site Visit

Bidders are strongly advised to visit the site. Please contact Public Works Superintendent Charlie Loveday at (807) 276-1653 or public.works@chapple.on.ca to arrange a site visit if necessary. Information which could have been readily available through site visit will not be considered as appropriate to inform any contractual "extras."

3. Inquiries and Comments

All inquiries or comments related to this Request for Bids (RFB) Document and/or the work should be directed, in writing, to the Township's CAO/Clerk-

Treasurer, Cindy Nielson. Information obtained from any person or source other than Ms. Nielson may not be relied upon by the bidder.

Written inquiries may be electronically transmitted to cao@chapple.on.ca.

Inquiries and responses may be included in Addenda which may be posted on the Township's website. They may be directly distributed to all (known) potential bidders at the discretion of the Township.

Bidders should direct all inquiries and/or comments before 3:00 local time (local to the Township's office) on Wednesday May 28, 2025. The Township reserves the right not to respond to inquiries received after this time.

4. Addenda

If the Township determines that an amendment is required to this RFB, the Township's Clerk will issue a written addendum that will form part of this RFB Document. No amendment of any kind to the RFB Document is effective unless it is contained in a formal written addendum issued by the Clerk.

5. Posting of Addenda

The Township will make addenda available to all bidders who provide their contact information when requesting these bid forms and may post a copy of the addenda on the Township's website (www.chapple.on.ca). It is the sole responsibility of each bidder to ensure that it has received all available information, including any addenda, before submitting a bid.

6. Delivery Instructions

Physical Delivery: Bidders must submit one (1) hard copies of their bids. Delivered bids must be submitted in a sealed envelope addressed to the Township and clearly marked "**TENDER #2025-02 CRUSHING.**"

Email Delivery: bidders can submit a copy of their bid in PDF format via email to cao@chapple.on.ca with the subject line "**TENDER #2025-02 CRUSHING.**"

7. Preparation Instructions

Bids must be signed by a person or persons authorized to sign on behalf of the bidder and bind the bidder to the statements made in the bid.

Bids must be physically received by the Township by 12:00 (noon) Central time on Friday May 30, 2025.

The onus is on the bidder to ensure that bids are received by the deadline.

Please note the Township's physical address is 54 Barwick Road in Chapple, however, the Township's mailing address is P.O. Box 4, Barwick, Ontario, P0W 1A0.

8. Late Bids

Bids that are received after 12:00 (noon) Central time on Friday May 30, 2025, will not be accepted, and will be returned to the sender, unopened. It is the sole responsibility of the bidder to ensure that its bid is received by the Township on time.

9. Requirements & Responsibilities of the Successful Bidder

The successful bidder shall comply with all Provincial Statutes, Regulations and Environmental Legislation, laws, policies or otherwise while undertaking any of the work described in these documents.

10. Contract Requirements

This Bid Document, together with the bid submitted by the successful bidder, will form the basis of a contract between the Township and the successful bidder.

The **successful bidder** will be required to provide proof of liability insurance coverage in a minimum amount of two million (\$2,000,000.00) dollars per occurrence, which names the Township as an additional named insured for the purposes of this project.

The **successful bidder** will be required to provide proof of compliance with Occupational Health and Safety legislation.

The **successful bidder** will be required to provide a clearance certificate from WSIB.

The **successful bidder** will be required to provide a 10% bid deposit.

All bidders must fill out the statement indicating that these coverages/compliances exist (see page 10).

11. Invoicing

Project invoicing shall be done no more frequently than monthly and shall not exceed the amounts specified in the accepted bid.

Bid Review

1. Opening

Regardless of when or how they are received, all bids will be opened at the same time for review by the Township. Bids received prior to the Closing Date and Time will not be reviewed until opening.

2. Evaluation

The evaluation of the bids received will be undertaken on behalf of the Township by the Clerk and others as directed by Council. This team is referred to in this RFB Document as the "Evaluation Committee." The Evaluation Committee may consult with others, including members of the Township's staff, volunteers, third party consultants and references, as the Evaluation Committee may, in its discretion, consider desirable. The Evaluation Committee will give a recommendation for the selection of the successful bidder to the Township's Council, for consideration. If confidential detail needs to be presented to the Council, the Council may resolve into a closed session, excluding members of the public, for that discussion.

3. Evaluation Criteria

The Evaluation Committee will compare and evaluate all bids to determine the bid that provides the overall best value to the Township based on the following criteria:

- a. The bidder's proposed start and completion dates.
- b. The proposed contract prices.

The Evaluation Committee members may apply the evaluation criteria on a comparative basis, evaluating the bids by comparing one bidder's bid to another bidder's bid.

4. Reference Checks, Clarifications, etc.

To assist in evaluation of the bids, the Evaluation Committee may, in its sole discretion, but is not required to:

- a) Conduct such internal or external reference checks and background investigations as the Evaluation Committee may consider necessary and rely on and consider any relevant information from such references and background investigations in the evaluation of bids.

b) Seek clarification or additional information from any bidder with respect to any aspect of its bid and consider such additional information in the evaluation of the bid; and/or

c) Decide not to complete a detailed evaluation of a bid if the Evaluation Committee concludes, having undertaken a preliminary review of the bid, that the bid is not in contention to be selected.

5. Contract Negotiation

Negotiation with More than One Preferred Bidder:

If the Evaluation Committee selects more than one preferred bidder, then it will enter discussions with them (separately) to clarify any outstanding issues and to attempt to finalize the terms of a Contract. The Township may negotiate any aspect of any preferred bidder's bid or draft Contract, including the scope of the services, proposed fees, proposed sub-consultants or other terms.

If at any time the Evaluation Committee reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached with any of the preferred bidders, the Committee may give that preferred bidder written notice to terminate discussions, continuing to negotiate with the remaining preferred bidders, until such time as the Evaluation Committee is satisfied with one preferred bidder and is prepared to recommend that bidder to Council as the successful bidder.

Negotiation with One Preferred Bidder:

If the Evaluation Committee selects a single preferred bidder, then, if necessary, it will enter discussions with it to clarify any outstanding issues and to attempt to finalize the terms of a Contract. The Township may negotiate any aspect of the preferred bidder's bid or draft Contract, including the scope of the services, proposed fees, proposed sub consultants or other terms.

Circumstances without a Preferred Bidder:

If at any time the Evaluation Committee reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached with any of the bidders, the Committee will report to Council in that regard. The Council may either open discussions with another bidder or terminate this RFB without awarding a Contract. The Township may, if it decides to do so, commence a new procurement process, or obtain the services in another manner or another time.

6. Recommendation

The Evaluation Committee will make a recommendation to Council, with a goal to having the Council select the successful bidder at Council's Regular Meeting on Tuesday June 11, 2025.

Award of a Contract is contingent upon funds being approved and available, and the Contract award being approved by the Council. The Evaluation Committee does not have the authority to bind the Township to a Contract or to make a final selection as to the identity of the Successful bidder. Only the Council has that authority.

Caveats and Reserved Rights

1. Confidentiality

The detail of all bids is confidential as submitted, subject to the requirements of the Municipal Freedom of Information and Protection of Privacy Act. The price submitted by each bidder for each portion of the work for which a bid was submitted is public information.

Under the Municipal Freedom of Information and Protection of Privacy Act, the Information and Privacy Commissioner of Ontario may order release, in whole or in part, of information the Township considers to be confidential. The Township will notify any bidder if a request is submitted under the legislative process for a copy of its bid (in whole or in part) so that the bidder may participate in the review of the request and make its own submissions to the Information and Privacy Commissioner of Ontario.

2. Reservation of Rights

This RFB is not an agreement to purchase goods or services. The Township is not obligated to select a bidder or to proceed to negotiations for a Contract or to award any Contract. The Township reserves the right to take any of the following actions, and will not be liable for any such actions:

- a) Waive a defect or irregularity in a bid and accept that bid;
- b) Accept a bid which is not the lowest cost bid;
- c) Amend the scope and description of the services to be procured as described in this RFB Document;
- d) Cancel the RFB process and recommence in respect of the same RFB with the same or an amended set of documents, information and requirements;

- e) Cancel the RFB process at any time and reject all bids;
- f) Not accept any bid;
- g) Reject a bid even if it is the only one received;
- h) Reject any or all bids, including the lowest priced bid, even if the lowest priced bid conforms in all aspects with this RFB;
- i) Reject or accept any or all bids at any time prior to execution of a Contract;
- j) Reject bids which are incomplete, conditional or obscure or contain erasures or alterations of any kind;
- k) Negotiate any aspect of a bidder's bid or the draft Contract; and
- l) Extend, from time to time, by way of addendum, any date, time period or deadline provided in this RFB Document.

3. Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing and submitting bids, and for any meetings, negotiations or discussions with the Township or its representatives or consultants, relating to or arising from this RFB.

4. No Claims

By submitting a bid, each bidder agrees that the Township and its representatives, agents, consultants and advisors will not under any circumstances be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the bidder in preparing and submitted a bid, or participating in negotiations for a Contract, or other activity related to or arising out of this RFB, including if the Township cancels this RFB, accepts any compliant or non-compliant bid or otherwise breaches any express or implied duty to the bidder.

5. Conflicts of Interest

Bidders must disclose any potential conflicts of interest they may have with the Township, any of its members of Council or any of its personnel. The Township may rely on such disclosure. The Township may reject a bid from any bidder that the Township judges would be in a conflict-of-interest situation if it were to be awarded a Contract. Failure to disclose, or providing false or insufficient disclosure of, the nature and extent of any relationship

the bidder may have with any employee or elected or appointed official of the Township will be grounds for immediate termination of any Contract with the Township, in the Township's sole discretion, without liability to the Township.

By submitting a bid, each bidder warrants that neither it nor any of its officers or directors, or any employee with authority to bind the bidder, has any undisclosed financial or personal relationship or affiliation with any elected or appointed official or employee of the Township or their immediate families which might be seen by the Township to create a conflict of interest.

6. No Lobbying

Bidders and their agents will not contact any member of the Township except the Township's Interim CAO/Clerk-Treasurer, Cindy Nielson, or Public Works Superintendent Charlie Loveday, with respect to this RFB at any time prior to the award of a Contract or the termination of this RFB, and the Township may reject the bid of any bidder who makes any such contact.

7. Ownership of Bids

All bids, other than bids submitted late, become the property of the Township, and will not be returned to the bidder.

8. Information Disclaimer

While the Township has made efforts to provide an accurate representation of information in this RFB Document, the information contained in the RFB Document is not necessarily comprehensive or exhaustive. Each bidder will conduct its own independent investigations and interpretations and will not rely on the Township with respect to information, advice or documentation provided by the Township. Nothing in this RFB Document is intended to relieve the bidder from forming its own opinions and conclusions in respect of the matters addressed in the RFB.

Bid Form

Bidder Company Name _____

Bidder Company Telephone _____

Bidder Company Fax/Email Address _____

Bidder Company Address (for both deliveries & correspondence, if different)

Person preparing the Bid _____

Signature, Name, and Title of Bidder Company Representative:

Name of the company personnel and qualifications of the people working on this project (attach extra pages if required):

Price to provide crushing of Municipal provided material, including taxes:

\$ _____

The Corporation of the Township of Chapple reserves the right to reject any or all bids, to waive irregularities and informalities in bids, and to award the project contract in the best interests of the Township in its sole and unfettered discretion. The lowest priced bid, or any bid, may not be accepted.

Occupational Health and Safety, WSIB and Insurance Representations and Warranties

In submitting this Bid, I/we, on behalf of

(Legal Name of Bidder)

Represent and warrant the following:

1. I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) (j) of the Occupational Health and Safety Act, R.S.O. 1990, c.0.1, as amended, (the OHSA).
2. With respect to the services being offered in this bid, I/we acknowledge the responsibility to, and shall:
 - a. Fulfill all the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.
 - b. Ensure that adequate and complete supervision is provided as per the OHSA to protect the health and safety of workers; and
 - c. Provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness
3. If we are the successful bidder, we will supply our WSIB Clearance Certificate.
4. If we are the successful bidder, we will supply evidence setting out our accurate Insurance coverage, as required by the Contract Requirements page 3, section 10, of this RFB Document
5. I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OSHA.

Dated at _____ this _____ day of _____, 2025

(Authorized Signing Officer for the Bidder: Where Bidder is a Corporation, the Signatory represents and warrants, by signing, that he/she has the authority to bind the Corporation.)

Title

Phone