



THE TOWN OF THE PAS

BID OPPORTUNITY
T06-2017

JETSTONE



P.O. Box 870, The Pas, Manitoba, Canada, R9A 1K8

August 29, 2017

RE: INVITATION TO TENDER

Sealed tenders marked "**JETSTONE #T06-2017**" will be accepted by the Purchasing Agent at the offices of the Town of The Pas up to 3:00 p.m. local time Friday, September 15, 2017 for the supply, haul, and stockpile of Jetstone as per the attached specifications.

Please refer to the following specifications and use the attached sheet(s) to submit your tender. Forward tenders to:

Town of The Pas
81 Edwards Avenue
P.O. Box 870
The Pas, Manitoba
jlindsey@wasco.ca
aldrin@townofthepas.ca

The lowest or any tender will not necessarily be accepted.

If you require additional information please contact the undersigned at (204)627-1137 or James Lindsey at 1.647.241.5860

Aldrin Natividad, Purchasing Clerk
Town of The Pas

BIDDING PROCEDURE

1. CONTRACT TITLE

Supply, haul, and stockpile of approximately 200 cu yards of Jetstone as per specifications.

2. SUBMISSION DEADLINE

- a. The submission deadline is 3:00 p.m. local time Friday August 04, 2017.
- b. Bids determined by the Purchasing Agent to have been received later than the submission deadline will not be accepted and will be returned upon request.
- c. The Contract Administrator or the Purchasing Agent may extend the submission deadline by issuing an addendum at any time prior to the time and date specified in 2(a).

3. BID ACCEPTANCE , REJECTION and EVALUATION

- a. The Town of The Pas reserves the right to reject any or all tenders or any portion thereof. The lowest or any tender will not necessarily be accepted.
- b. No tender shall be awarded to any bidder who, in the judgment of the Town of The Pas, is not a responsible bidder or does not have all the necessary experience, capital, organization and equipment to provide the equipment in strict accordance with the terms and provisions of the Tender.
- c. The Town of The Pas may at its sole discretion ;
 - i. accept an alternative proposal submitted
 - ii. reject any or all of the proposals, including the lowest proposal and may proceed in such other manner as it may elect at it sole discretion
 - iii. Award the contract to whomever the Town of The Pas deems appropriate notwithstanding any custom of the trade or provision of the Invitation to Tender to the contrary

- iv. re-issue the Invitation to Tender with the same or revised content
 - v. ask some but not all of the bidders to submit further or revised bids
 - vi. accept any proposal, in point
 - vii. seek clarification of any aspect of a proposal
 - viii. accept a proposal that deviates from or is not in all respects fully compliant with the Invitation to Tender
 - ix. ask some but not all of the bidders for a demonstration of the unit being bid
- d. Bids shall be evaluated on the basis of but not necessarily in following order:
- i. quality of product
 - ii. price
 - iii. capability of supply
 - iv. previous supply history

4. ALTERNATES

- a. Alternate tenders may be submitted provided that a separate Tender Form is used for each tender submitted.

5. SUBSTITUTES

- a. Substitutions shall be allowed. The bidder shall ensure and certify that the substitute will adequately perform and capable of performing the same function as that specified.

6. QUALIFICATIONS

- a. The bidder shall provide a minimum of \$2,000,000.00 third party liability covering the Town of The Pas during the term of this contract.

- b. The bidder shall provide a current confirmation of good standing with the Worker's Compensation Board.
- c. The bidder shall be responsible for all permits associated with the project of trades.
- d. Each bidder shall be prepared to submit, on request of the Town, the following information:
 - i. Proof that he is incorporated or otherwise authorized to do business in Manitoba.
 - ii. Proof that he is financially capable of carrying out the terms of the contract.
 - iii. Proof that he has successfully carried out work, similar in scope and value, or is fully capable of performing the work required to be done in accordance with the terms of the contract.
 - iv. Such other pertinent data as may be required by the Contract Administrator.

7. INQUIRIES

- a. All inquiries shall be directed to the Contract administrator identified.
- b. If the bidder finds errors, discrepancies or omissions in the Bid Opportunity or is unsure of the meaning or intent of any provisions therein, the bidder shall notify the Contract Administrator of the error, discrepancy or omission or request a clarification as to the meaning or intent of the provision at least five (5) business days prior to the submission deadline.
- c. Responses to inquiries which, in the sole judgment of the Contract Administrator require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all bidders by issuing an addendum.
- d. Responses to inquiries which do not require a correction to or a clarification of the bid opportunity will be provided by the Contract Administrator only to the bidder who made the inquiry.

- e. The bidder shall not be entitled to rely on any response or interpretation received pursuant to section d unless the response is provided in writing.

8. ADDENDA

- a. The Contract administrator may at any time prior to the submission deadline, issue addenda correcting error, discrepancies or omissions in the bid opportunity or clarifying the meaning or intent of any provisions, therein.
- b. The contract administrator will issue addendum at least two (2) business days prior to the submission deadline or provide at least business days by extending the submission deadline
- c. The bidder shall acknowledge receipt of each addendum. Failure to acknowledge receipt of an addendum may render a bid non-responsive.

9. INTENT

- a. These specifications describe the supply, delivery and stockpile of approximately 200 cu yrd of Jetstone
- b. The Jetstone must conform with the Transport Canada Advisory Circular 302-013 meeting the following specifications
 - i. be an abrasive material for airside ice control consisting of either crushed angular mineral aggregated or natural sand;
 - ii. be free from chlorides and corrosive materials, clays, debris, cementation, organic matter and other non-friction material;
 - iii. the pH of the water solution containing the material should be approximately neutral (pH 7);
 - iv. have a stable physical and chemical structure that is unaffected by water or the elements;
 - v. not be softer than and including 3.5 up to an including 7 on the MOHS hardness scale; and

- vi. be of granular size that falls within the following parameters:

Sieve Size (U.S. Standard)	Percent Passing by Weight
No. 4 (4.75 millimeters)	100%
No. 16 (1.18 millimeters)	10% to 65%
No. 80 (0.180 millimeters)	0% to 2%

10. GENERAL TERMS

- a. The Contractor shall abide by all fire, safety, Environmental Laws in the Province of Manitoba, and security regulations as may be laid down by the Contract Administrator.
- b. The Managing Contracted Employers Acknowledgement Agreement to Comply FORM E must be signed and dated with the submitted tender documents. Not including a duly signed agreement renders the tender null and void. Any questions or concerns contact the Human Resources at 627-1118.
- c. The services shall be performed in accordance with the existing Federal and Provincial regulations. The Contractor shall obtain all applicable licenses required for the completion of this work. The Contractor shall be responsible for any or all charges imposed by such regulations.
- d. The contracts administer or his/her designate, from time to time at his/her discretion may be required to verify the accuracy of the net weights or measurements of the material. The verification may include but not limited to any of the following:
 - i. Contractor may be required to produce weight tickets
 - ii. Town personnel may interrupt the hauling to measure truck boxes to determine the yardage being hauled

11. SITE VISIT

- a. All contractors shall visit the site and make themselves familiar with the site and all conditions, which may affect their work to complete the services.
- b. Bidders are advised that access to the site may go beyond normal working hours to perform duties.

12. BID COMPONENTS

- a. The tender submission shall consist of the following:
 - i. Form A : The Bid
 - ii. Form B : Schedule of Prices
 - iii. Form C : Schedule of Equipment
 - iv. Form D : Schedule of Sub-Contractors
 - v. Form E : Managing Contracted Employees
- b. All components of the bid shall be fully completed or provided and submitted by the bidder no later than the submission deadline, with all the required entries made clearly and completely to constitute a responsive bid.
- c. The bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the bidder's name and address or can be submitted via email.
- d. Bids submitted by fax will not be accepted.
- e. Bids shall be submitted to:
 - i. Town of The Pas
81 Edwards Ave, Main Floor
The Pas, MB R9A 1K8
 - ii. Electronic copy
jlindsey@wasco.ca
aldrin@townofthepas.ca

13. BID

- a. The bidder shall complete Form A Bid making all required entries.
- b. Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
 - i. If the bidder is a sole proprietor carrying on business in his own name, his name shall be inserted.

- ii. If the bidder is a partnership, the full name of the partnership shall be inserted
 - iii. If the bidder is a corporation, the full name of the corporation shall be inserted
 - iv. If the bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted
 - v. If a bid is submitted by two (2) or more persons, each and all such persons shall identify themselves in accordance with 12b
- c. In paragraph 3 of Form A Bid - the bidder shall identify a contact person who is authorized to represent the bidder for the purpose of the bid.
 - d. The name and official capacity of all individuals signing for "Form A Bid" should be printed below such original signatures.

14. PRICES

- a. All prices shall be F.O.B. The Pas Airport, Manitoba as specified, including Provincial Sales Tax, Goods and Services Tax stated separately, where applicable
- b. The Bidder shall state a price in Canadian Funds for each items on "Form B Prices"

15. PAYMENT

- a. Unless bidder specifies otherwise, payment will be made within thirty (30) days of receipt of invoice.

16. DELIVERY

- a. The Jetstone shall be delivered to The Pas Airport, between the hours of 8:00 a.m. and 5:00 p.m. on business days. The Bidder shall contact the Purchasing Agent prior to delivery.

17. OPENING OF BIDS & RELEASE OF INFORMATION

- a. Bids will be opened, after the submission deadline has elapsed, in the offices of the Town of The Pas.
- b. The bidder is advised that any information contained in any bid may be released if required by Town policy on procedures or by law.

18. WITHDRAWAL OF BIDS

- a. A bidder may withdraw his bid without penalty by giving written notice to the Purchasing Agent at any time prior to the submission deadline. The Town will assume that anyone of the contact persons named in "Form A: Bid" or the bidders authorized representative named and only such person, has authority to give notice of withdrawal.
- b. If a bidder gives notice of withdrawal prior to the submission deadline, the Purchasing agent will:
 - i. Retain the bid until after the submission deadline has elapsed
 - ii. Open the bid to identify the contact person named in "Form A: Bid" and/or the bidders authorized representative and;
 - iii. If the notice has been given by anyone of the persons specified declare the bid withdrawn.
- c. A bidder who withdraws his bid after the submission deadline but before his bid has been released or has lapsed shall be liable for such damages as are imposed upon the bidder by law and subject to such sanctions as the Chief Administrator Officer considers appropriate in the circumstances.

19. EVALUATION OF BIDS

- a. Award of the contract shall be based on the following bid evaluation criteria:
 - i. Bidder's ability to meet or exceed all of the requirements as outlined in the Tender.
 - ii. Demonstrated expertise in providing the service in a timely fashion

- iii. Equipment to meet or exceed the requirements in the Tender.
 - iv. Price.
- b. Further, the Purchasing Agent may reject a bid as being non-responsive if the bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Purchasing Agent may reject all or any part of any bid, or waive technical requirements or minor informalities or irregularities if the interest of the Town so requires.
 - c. Further the Purchasing Agent shall reject any bid submitted by a bidder who does not demonstrate, in his bid or in other information required to be submitted, that he is responsible and qualified.

20. AWARD OF CONTRACT

- a. The Town will give notice of the award of the contract or will give notice that no award will be made.
- b. The Town will have no obligation to award a contract to a bidder, even though one or all of the bidders are determined to be responsible and qualified and the bids are determined to be responsive. The Town will have no obligation to award a contract where:
 - i. The prices exceed the available Town funds for the material
 - ii. In the judgment of the Purchasing Agent, the interests of the Town would best be served by not awarding a contract.
- c. Where an award of Contract is made by the Town, the award shall be made to the responsible and qualified bidder submitting the lowest evaluated responsive bid
- d. Following the award of contract, a bidder will be provided with information related to the evaluation of his bid upon written request to the Contract Administrator.

21. CONTRACT ADMINISTRATOR

The Contract Administrator is:

James Lindsey
Box 870
The Pas MB R9A 1K8
Telephone: 1.647.241.5860
jlindsey@wasco.ca



FORM A: THE BID

1. CONTRACT TITLE:

Supply, delivery and stockpiling of approximately 200 cu yard of Jetstone

2. BIDDER:

Name of Bidder

Street or P.O. Box

City	Province	Postal Code
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Facsimile number

THE BIDDER IS;

- A Sole Proprietor
- A Partnership
- A Corporation

FORM A: THE BID

3. CONTACT PERSON:

The bidder hereby authorized the following contact person to represent the Bidder for the purposes of the bid.

_____	_____
Contact Person	Title
_____	_____
Telephone Number	Fax Number

4. SIGNATURES:

In witness whereof the bidder has signed this _____ day of _____, 2017

SIGNATURE OF BIDDER OR BIDDER'S AUTHORIZED OFFICIAL OR OFFICIALS

PRINT NAME AND CAPACITY OF INDIVIDUAL WHO'S SIGNATURE APPEARS ABOVE.

SEAL OR WITNESS



FORM B: SCHEDULE OF PRICES

Delivery Date _____
FOB The Pas Airport, Manitoba _____
Completion Date _____
Pit Location _____

UNIT PRICE _____
SUB TOTAL _____
GST _____
PST _____
TOTAL _____

COMPANY

PRINTED NAME

AUTHORIZED SIGNATURE

DATE



FORM C – SCHEDULE OF EQUIPMENT

LIST TYPE AND MINIMUM NUMBERS OF PIECES OF EQUIPMENT THAT IS INTENDED FOR USE IN THE PERFORMANCE OF THIS CONTRACT.

COMPANY NAME

TELEPHONE NUMBER

PRINTED SIGNATURE

AUTHORIZED SIGNATURE

DATE



FORM D – SCHEDULE OF SUBCONTRACTORS

SUBCONTRACTOR

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

DESCRIPTION OF
WORK TO BE SUBLET : _____

COMPANY NAME

TELEPHONE NUMBER

PRINTED SIGNATURE

AUTHORIZED SIGNATURE

DATE



FORM E-MANAGING CONTRACTED EMPLOYERS

Acknowledgement/Agreement to comply

Important-compliance with Safety Legislation is mandatory. This form must be returned with all signatures as part of a tender bid.

Failure to sign and return this acknowledgement nullifies the bid.

Failure to sign and return the form forfeits the contractor/self-employed person's right to be hired by the Town of The Pas.

Contractor/Self-Employed Person: _____

Address: _____

Office Phone: _____ Cell: _____

Fax: _____

Tender # and/or type of work: _____

On-Site Supervisor: _____

I have reviewed the "Managing Contracted Employers-Regulatory Summary" section of the Town of The Pas Safety program and acknowledge that I am aware of all Provincial and Federal Acts and Regulations and their requirements as they relate to the type of work that is being undertaken.

I have reviewed the "Managing Contracted Employers-Communicating Unsafe Conditions or Practices" document and acknowledge that I am aware of the Procedures that will be followed.

I acknowledge my responsibility and duties with regards to safety and agree to comply with provincial and Federal Acts and Regulations and Town of The Pas safety policies and procedures.

For information on the above, please contact HR Department at 627-1118.

Contractor

On-Site Supervisor

Date Signed

For Town use: Date Received/
Initials