



8 Main St, P.O Box 38 Kearney, Ontario P0A 1M0

Request For Tender "2025-02 Winter Salt and Sand"

TENDER CLOSING DATE:

September 25th at 10AM

Sealed in an envelope and clearly marked
"TENDER 2025-02 Winter Salt and Sand" and addressed to:
Tom Young, 8 Main St, P.O Box 38, Kearney ON, P0A 1M0

TENDER OPENING DATE:

September 25th at 10:05AM

TENDER FOR: Winter Salt and Sand for 2025/2026 supply, screening, mixing, and stockpiling of winter sand & salt

**This complete tender package must be submitted in a sealed envelope and clearly marked "TENDER 2025-02 Winter Salt and Sand".
Lowest or any tender not necessarily accepted**

General Information

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

Tom Young, Public Works Superintendent
Email: tom.young@townofkearney.ca
8 Main St, P.O Box 38
Kearney, Ontario
P0A 1M0

2. The Contractor shall contact the above designated municipal employee for any matters related to the bidding process. The Town of Kearney is not liable for any or all information the contractor receives from any municipal employee and/or Council members that are not listed in this proposal as a point of contact.

3. All hard copy proposals must be signed, sealed in an envelope, and marked with the Bidder's name, project name and received by: The Town of Kearney, 8 Main St, P.O. Box 38, Kearney ON, P0A 1M0.

4. Contractors may amend their tender at any time prior to the closing date/time by submitting a signed and sealed amendment. No amendments will be accepted post tender closure. A tender may be voided by superseding it with a later tender or letter of withdrawal prior to the closing date and time.

5. Any tenders received after the closing date and time will be rejected by the Municipality. Any unsigned proposals will also be deemed unacceptable and will be rejected. Electronic submissions will also be accepted; however, they will not be reviewed until the proposal opening date.

6. Notifications of Acceptance of Tender will be by telephone and written form of notice, to the address of the Contractor used on the Tender Form. The Date of Acceptance shall be deemed to be the date of receipt of the Acceptance Notice by the Contractor.

Reserved Rights of the Municipality

The Town of Kearney reserves the right to:

- reject any or all proposals in whole or part
- right to cancel the request process and to place a new request for proposals
- make public the names of any or all Bidders and their quoted price
- right, in absolute discretion to accept a tender in which it deems most advantageous to itself
- to negotiate with the two lowest Bidder(s)
- disqualify any proposal or the Bidder whose proposal contains misrepresentations and/or any other inaccurate and/or misleading information or qualifications

Tender Requirements

1. A certified cheque made payable to the "Town of Kearney" 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) calendar 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) calendar days of receiving the Accepting Notice. Coverage shall be at least \$2,000,000 per incident in the name of the Municipality. Failure to provide such proof shall result in cancellation of the Contract and forfeiture of the bid deposit.
3. The successful Bidder shall also deliver proof of Workplace Safety and Insurance Board coverage, within ten (10) calendar days of receiving the Acceptance Notice.
4. The successful Bidder is required to notify the Ministry of Labour
5. The successful Bidder is required to show compliance with Harmonized Sales Tax requirements.

Basis of Rejection of Tender

Tenders not conforming to the following requirements will be disqualified:

1. Tender must be legible, in ink, or printed by computer
2. Tender must be in possession of the Town by the closing date and time
3. Tender must be on Tender Form provided
4. 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
5. All items must be bid
6. Tender must not be restricted or modified in any way.

Terms of Contract

This tender is for the supply, screening and mixing of salt and the cone/stockpiling of winter sand in the Town of Kearney for Winter 2025/2026.

The Contractor is to supply all material, equipment, and labour at their cost.

Quantities for Winter 2025/2026 will be 3000 tonnes.

Failure to execute the contract in a competent and timely manner will result in the disqualification of the Bidder from bidding on the Town of Kearney contracts for a period of 2 years.

PAYMENT:

Monthly payment for work done will be made up to 85% of the amount of work performed. Quantities will be verified by summary sheets. Balance of contract money will be paid only, after all work is done, as requested by this contract, and is accepted by the Town of Kearney Representative.

MEASUREMENT:

Quantities must be Tonne measurements only.

SCHEDULING OF DELIVERY:

The screening, mixing (3% salt) and cone/stockpiling must commence by:
2025 – November 3, 2025

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 work to be completed by the above date. Additional costs incurred shall be deemed to be included in the price bid for the work.

If the work is not completed 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 \$1,000.00 per calendar day, for each day's delay in finishing the work, as liquidated damages.

MIXING:

To be completed by the Contractor (3% salt)

LIABILITY INSURANCE:

The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Town of Kearney Representative, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least \$2,000,000.00 exclusive of interest and cost, against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of, or damage to, property and such policy shall name the Town of Kearney as an additional insured there under and shall protect the Town of Kearney against all claims for all damage or injury including death to any person or persons and for damage to any property of the Town of Kearney or any 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 servants or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate thereof to the Town of Kearney before the work is started.

MATERIALS:

All materials and work shall be done in accordance with M.T.O. Standards Specification 100-4. Sand for screening will be supplied by the Contractor.

LOCATION:

Screened salt & sand will be cone/stockpiled at 149 King William Street, Town of Kearney Public Works Yard.

QUANTITIES:

Winter 2025/2026 - 3000 TONNES

Item No.	Item Description	Unit		Quantity	Unit Price Supply & Delivery Mechanical Mix	PST	Total
1	Supply, Screen & Stockpile Sand & Salt (3% salt)						
2	Trucking to Municipal Sand & Salt at 149 King William St						
	Estimated Proposal						
	H.S.T.						
	Total Estimated Proposal						

Contractors Statement

The Contractor has carefully examined the conditions attached to this tender and has carefully examined the site and location of the work to be done under this contract and the Contractor understands and accepts the said conditions and for the prices set forth in this tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this tender.

It is agreed that the tender quantities are estimated only and may be increased or decreased by the Town of Kearney without alteration of the unit price.

The Contractor herewith confirms that a tender deposit of 10% or more of the estimated total is attached to this tender in the amount of \$ _____, by certified cheque or Bank draft. This deposit will be returned when the holdback of payment exceeds the deposit amount. The proceeds of this cheque shall, upon acceptance of the tender, constitute a deposit which shall be forfeited to the Town of Kearney if the Contractor fails to perform the work in accordance with the conditions and specification referred to or contained in this tender. Invoice must be submitted to the Town of Kearney thirty (30) calendar days from completion of work

It is also agreed that, upon acceptance in writing the municipality, this tender form becomes the "Agreement for the performance of work" between the Contractor and the municipality.

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

I/We (the Contractor) promise to perform the work without undue delay and complete the work by: _____.

Name of Individual or Firm

(hereinafter referred to as the "Contractor")

Address: _____

Signature of Person Signing for

Firm: _____

Date: _____

Office of Person Signing for Firm: _____

Witness or Firm Seal: _____