

THE TOWN OF THE PAS

T02-2025

SUPPLY OF JETSTONE THE PAS AIRPORT



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

August 1, 2025

RE: INVITATION TO TENDER

Sealed tenders marked "<u>T02-2025 SUPPLY OF JETSTONE- THE PAS AIRPORT</u>" 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, August 15, 2025 for supply, haul and stockpile of Jetstone as per 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 R9A 1K8 Or email pdf copy to: purchasing@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 Trevor Zemliduk at (204) 291-0290

Edward Cuenca
Purchasing Agent
Town of The Pas

TOWN OF THE PAS

PURCHASING DEPARTMENT

The Pas, Manitoba

1. CONTRACT TITLE

a. Supply, haul and stockpile of approximately 200 cu.yards of Jetstone as per attached specification

2. SUBMISSION DEADLINE

- a. The submission deadline is 3:00 p.m. local time Friday, August 15, 2025
- 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. ENQUIRIES

- a. All enquiries 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 enquiries 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 enquiries 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.

4. 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.
- c. The bidder shall acknowledge receipt of each addendum on Form A Bid. Failure to acknowledge receipt of an addendum may render a bid non-responsive.

5. SUBSTITUTES

- a. The work is based on the plan, materials and methods specified in the Bid Opportunity.
- b. Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- **c.** Requests for approval of substitute will not be considered unless received in writing by the contract administrator at least five (5) business days prior to submission deadline.

6. BID COMPONENTS

- a. The bid shall consist of the following components:
 - i. FORM A The Bid (Signed and completed)
 - ii. FORM B Schedule of Prices (Signed and completed)
 - FORM C Managing Contracted Employers (Signed and completed)
- iv. FORM D Schedule of Sub Contractors (Signed and completed)
- v. FORM E List of Equipment

- b. Further to 7(a) the bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with #6.
- c. 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.
- d. The bid shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the bidders name and address.
- e. Bids submitted by fax will not be accepted.
- f. Sealed Bids shall be submitted to:

Town of The Pas 81 Edwards Ave, Main Floor The Pas, MB R9A 1K8 Or PDF file can be emailed to purchasing@townofthepas.ca

7. <u>BID</u>

The bidder shall complete Form A Bid making all required entries.

- a. 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 partners 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 8.a

- b. 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.
- c. The name and official capacity of all individuals signing for "Form A Bid" should be printed below such signatures.

8. PRICES

- a. The Bidder shall state a price in Canadian Funds for each item of the work identified on "Form B: Schedule of Prices"
- b. The quantities listed on "Form B: Schedule of Prices" are to be considered approximate only. The Town will use for the purpose of comparing bids.
- c. The quantities for which payment will be made to the contractor are to be determined by the work actually performed and completed by the contractor, to be measured as specified in the applicable specifications.

9. PAYMENT

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

10. CONFLICT OF INTEREST AND GOOD FAITH

- Bidders, by responding to this Tender, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future
- b. The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the Town, in its sole discretion.

11. QUALIFICATIONS

- a. The bidder shall:
 - Undertake to be in good standing under the Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba) or otherwise properly registered licensed or permitted by law to carry on business in Manitoba and:

- ii. Be financially capable of carrying out the terms of the contract and;
- iii. Have all the necessary experience, capital, organization and equipment to perform the work in strict accordance with the terms and provisions of the contract.
- b. The bidder and any proposed subcontractor shall be responsible and not be suspended, debarred or in default of any obligations to the Town.
- c. The bidder and/or any proposed subcontractor shall have:
 - successfully carried out work similar in nature, scope and value to the work and ;
 - ii. Be fully capable of performing the work required to be in strict accordance with the terms and provisions of the contract and;
 - iii. Have a written workplace health and safety program if required pursuant to the Workplace Safety and Health Act (Manitoba).
- d. The Bidder shall, within five (5) business days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the bidder/subcontractor has workplace health and safety program meeting the requirements of the Workplace Safety and Health Act (Manitoba), by providing a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Associations Safety, Health and Environment Program.
- e. The bidder shall submit, within three (3) business days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the bidder and of any proposed subcontractor.
- f. The bidder shall provide, on the request of the Contract Administrator, full access to any of the bidder's equipment and facilities to confirm that the bidder's equipment and facilities are adequate to perform the work.

12. 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 bids may be released if required by Town policy and procedures or by law.

13. IRREVOCABLE BID

- a. The bid(s) submitted by the bidder shall be irrevocable for the time period specified in "Form A: Bid".
- b. The acceptance by the Town of any bid shall not release the bids of the next two lowest evaluated responsive bidders and these bidders shall be bound by their bids on such work until a contract for the work has been duly executed, but any bid shall be deemed to have lapsed unless accepted with the time period specified in "Form A: Bid".

14. 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 imposed upon the bidder by law and subject to such sanctions as the Chief Administrator Officer considers appropriate in the circumstances.

15. REJECTION

- 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 complete the job in strict accordance with the terms and provisions of the Tender.

16. CLARIFICATION

a) The Town reserves the right to seek clarification with the Bidder to assist in making evaluations.

17. EVALUATION OF BIDS

- a. Award of the contract shall be based on the following bid evaluation criteria:
 - i. Compliance by the bidder with the requirements of the bid opportunity, or acceptance deviation there from
 - ii. Qualifications of the bidder and the subcontractors, if any
 - iii. Ability, capacity and skill of the bidder to provide the requested goods, services or construction
 - iv. Ability of the bidder to perform the contract or provide goods, services or construction at the specified time without delay or interference
 - v. The character, integrity, reputation, judgement, experience and efficiency of the bidder
 - vi. Quality and performance of previous goods, services or construction.
- vii. The sufficiency of the financial resources and the ability of the bidder to perform the contract or provide the good, services or construction.
- viii. Total bid price

- b. Further to 18.a (i) the Contract Administrator 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 Contract Administrator 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.
- d. Further to 18.a(iii) the total bid price shall be the sum of the quantities multiplied by the unit prices for each item show on "Form B: Schedule of Prices"
- e. If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence. Further in the event that a unit price is not provided on "Form B: Schedule of Prices" the Town will determine the unit price for the purpose of evaluation and payment.

18. 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 work
 - ii. The prices are materially in excess of the prices received for similar work in the past
 - iii. The prices are materially in excess of the Town cost to perform the work or a significant portion thereof with its own forces

- iv. In the judgment of the Contract Administrator, 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.

19. SCOPE OF WORK

a. Supply, delivery and stockpile of approximately 200 cubic yards of Jetstone to The Pas Airport (YQD).

20. SPECIFICATIONS

The Jetstone must conform with the following specifications

- a. be an abrasive material for airside ice control consisting of either crushed angular mineral aggregate or natural sand;
- b. be free from chlorides and corrosive materials, clays, debris, cementation, organic matter and other non-friction material;
- c. not be softer than and including 3.5 up to and including 7 on the Mohs hardness scale; and
- d. be of a granular size that falls within the following parameters:

Sieve Size (U.S. Standard)	Percent Passing by Weight
No. 4 (4.75 mm)	100
No. 80 (0.180 mm)	0 to 2

21. DELIVERY

a. The Jetstone shall be delivered to The Pas Airport, between the hours of 8:00 a.m. and 3:00 p.m. during business days. The winning Bidder must contact the contract administrator prior to delivery.

22. CONTRACT ADMINISTRATOR

The Contract Administrator is:

Trevor Zemliduk
Airport Manager
The Pas Airport
Telephone:(204)2910290
tzemliduk@wasco.ca

23. SAFE WORK PLAN

a. The contractor shall provide the Contract Administrator with a Safe work plan at least five (5) business days prior to the commencement of any work on the site but in no event later than the return of the executed contract.

24. INSURANCE

- a. The Contractor shall provide and maintain the following insurance coverage:
 - i. Commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000) inclusive, with the Town of The Pas added as an additional insured with a cross-liability clause, such liability policy to also contain contractual liability, broad form property damage cover and products and completed operations to remain in place at all times during the performance of the work and throughout the warranty period.
- b. Deductibles shall be borne by the contractor
- c. The contractor shall provide the Contract Administrator with certificate(s) of insurance and a certificate that the firm that the contractor is in good standing with WCB at least two (2) business days prior to the commencement of any work
- d. The contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) calendar day's prior written notice to the Contract Administrator.

T02-2025 SUPPLY OF JETSTONE – THE PAS AIRPORT

25. SUBCONTRACTOR LIST

a. The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage at least two (2) business days prior to the commencement of any work on the site.

26. SCHEDULE OF WORK

- a. The Contractor shall not commence any work until he is in receipt of a letter of intent from the Town authorizing the commencement of the work.
- b. Contractor must secure a Town of The Pas Business license before commencing any work.
- c. The contractor shall not commence any work on the site until the Contract Administrator has confirmed receipt and approval of:
 - i. Evidence of authority to carry on business
 - ii. Evidence of the worker's compensation coverage
 - iii. The safe work plan
 - iv. Evidence of the insurance
 - v. The subcontractor list
- d. Delivery dates
 - i. Expected Start Date: (please specify)
 - ii. Completed no later than: October 31, 2020

27. PRIME CONTRACTOR-WORKPLACE SAFETY & HEALTH ACT (MB)

a. The Contractor shall be the prime contractor and shall serve as and have the duties of the prime contractor in accordance with the Workplace Safety & Health Act (Manitoba).

28. GENERAL CONDITIONS

a. The Contractor shall provide asphalt patching and paving in accordance with the following specifications;

T02-2025 SUPPLY OF JETSTONE - THE PAS AIRPORT

- i. The Manitoba Infrastructure (MI), Standard Construction Specifications. (https://www.gov.mb.ca/mit/contracts/pdf/manual/)
- ii. The City of Winnipeg, (CW) Standard Construction Specifications. (https://www.winnipeg.ca/matmgt/Spec/Default.stm)
- b. The Contractor is responsible to obtain and familiarize itself with all relevant standards and specifications cited by, and included in, the Contract Documents.
- c. The Contractor shall be responsible for all permits, government fees and inspections. This also includes, but not limited to, underground utility locates.
- d. The Contractor shall comply with all applicable federal, provincial and local laws and regulations and all conditions of permits controlling pollution of the environment. Necessary precautions shall be taken to prevent pollution of streams, lakes, ponds, wetlands, ground water and reservoirs with fuels, oils, bitumen, chemicals or harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. All sewage disposal work shall conform to the regulations of the Ministry of the Environment.
- e. The Town may request the contractor to transfer from the work crew employees who are found to be incompetent, prone to harassment, bullying or theft.
- f. The Contractor must take adequate precautions to protect all other adjacent surfaces and repair any damage caused as a result of inspection, service or work.
- g. The Contractor is required to protect all Town property and is liable for any and all damage caused by their presence, work, methods, and personnel.

29. EQUIPMENT

a. All equipment shall be safety approved and in satisfactory working condition. Items not specifically mentioned herein but necessary to do a complete job shall be included.

30.INDEMNITY

- a. The awarded Contractor agrees to indemnify, protect, save harmless, and defend the Town of The Pas, its governors, officers, employees, and agents from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorneys' fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of use thereof, loss of business, otherwise resulting from or arising out of operations, services, or work performed by the Contractor, its agents or employees, alone or with others, or resulting from or arising out of services provided jointly by the Contractor, its agents or employees, or through any act or omission on the part of the Contractor, its agents or employees, or servants.
- b. Contractor shall reimburse, and make good to the Town all monies, which the Town or its representative shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation or other matters connected therewith.
- c. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this Agreement.



FORM A: THE BID

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

2. BIDDER:			
a bibben.		Name of Bidder	
		Street or P.O. Box	
	City	Province	Postal Code
		Facsimile number	
	THE E	BIDDER IS;	
		A Sole Proprietor	
		A Partnership	
		A Corporation	

Form A: page 2 of 3

FORM A: THE BID

3. CONTACT PE	The bidder hereby au	or the purposes of the bid.	
Con	tact Person	Title	
Tele	ephone Number	Fax Number	
	Email	address	
4. OFFER:	The Bidder hereby offers to perform the work in accordance with the Contract for the Total Bid Price, in Canadian Funds, set out or FORM B: Prices, attached hereto:		
5. EXECUTION C	The Bidder agrees to	execute and return the Contract no later than eceipt of the Contract.	
	•	at no work shall commence until he is in f award authorizing the commencement of	
deemed to be incorporated in and to notwithstanding that not all parts ther to or accompany this bid.		at the bid opportunity in its entirety shall be orated in and to form a part of this offer not all parts thereof are necessarily attached bid.	
8. ADDENDA:		nat the following addenda have been received nall be deemed to form part of the contract.	
	Number	Dated	

Form A: Page 3 of 3

FORM A: THE BID

9. TIME:						d irrevocable for sion deadline.
9. PROJECT STAR	T AND	COMPLE	TION			
Start Date:		_				
Completion D	ate:					
10. SIGNATURES:						
In witness where	eof the bi	idder has si	igned this _	day o	f	
SIGNATURE OF	BIDDER	R OR BIDD	ER'S AUTI	HORIZED O	FFICIAL C	OR OFFICIALS
PRINT NAME A SEAL OR WITNESS		ACITY OF IN	NDIVIDUAL	WHO'S SIG	NATURE AI	PPEARS ABOVE.



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 - 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:	
the Town of The Pas Safety program a	acted Employers-Regulatory Summary" section of and acknowledge that I am aware of all Provincial I their requirements as they relate to the type of
2 2	Contracted Employers-Communicating Unsafel acknowledge that I am aware of the Procedures
	luties with regards to safety and agree to comply Regulations and Town of The Pas safety policies
For information on the above, please co	entact the Contract Administrator at 204-2910290.
Contractor	On-Site Supervisor
Date Signed	For Town use Date Received/Initials

T02-2025 SUPPLY OF JETSTONE – THE PAS AIRPORT



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 - SCHEDULE OF EQUIPMENT

LIST THE TYPE AND MINMUM N INTENDED FOR USE IN THE PREFOR	UMBERS OF EQUIPMENT THAT IS RMANCE OF THIS CONTRACT.
COMPANY NAME:	
PRINTED SIGNATURE	TELEPHONE NUMBER
AUTHORIZED SIGNATURE	DATE