



MUNICIPALITY OF
West Elgin

THE MUNICIPALITY OF WEST ELGIN

TENDER CLOSING DATE: 12:00 Noon – Friday, February 24, 2023.

(Lowest or any tender not necessarily accepted.)

TENDER: For the Supply and Application of Dust Suppressants.

LOCATION: Various Municipal Roads as specified by the Manager of Operations & Community Services or designate

SPECIAL REQUIREMENTS: Specify source.
Testing & Field Testing as per Section 7.0 and 8.0 of this Tender.

CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

**TENDER - BRINE FOR DUST CONTROL
AND ROAD STABILIZATION**

1.0 Scope – General

This tender is for the supply and application of dust suppressants for 2023.

1.1 Material Specifications and Location

2,250,000 litres of effective chloride composites (based on a 20% solution) applied as specified by the Public Works Supervisor.

OR

1,125,000 litres of liquid calcium chloride (based on 35% CaCl₂) applied to roads as specified by the Public Works Supervisor.

1.2 Approximate Amounts

The quantities indicated are estimates, based on expectations under normal conditions. The amounts may be adjusted to accommodate weather conditions, delivery standards, changes in maintenance/construction programs or other uncontrollable items. The Contractor agrees to honour the unit prices quoted, provided there is no significant variance from the tendered quantities, and considering seasonal variances due to weather and other non-controllable factors.

2.0 Definitions

In this tender, the following definitions are specific.

MUNICIPALITY means the Corporation of the Municipality of West Elgin.

LIQUID CALCIUM CHLORIDE means liquid calcium chloride solution containing a minimum of 35 per cent by mass of pure Calcium Chloride

EFFECTIVE CHLORIDE COMPOSITES means liquid solutions containing a minimum of calcium and magnesium by mass of 20%.

SPOT SPRAYING means truckload quantities of brine that requires over 3 hours to spread from commencement of spraying, provided the Contractor's equipment can spread at a rate not less than 200 litres per minute. Time lost due to inclement weather will not be included in the calculation of spot spraying.

3.0 General Conditions

3.1 General Regulations and Compliance

The Contractor shall abide by all Acts, By-laws, and Regulations relative to the performance of all work at municipal, provincial and federal levels where applicable. *Procurement is subject to Chapter 506 of Canadian Free Trade Agreement.*

3.1.1 Ministry of the Environment (MOE)

All products shall be registered (where applicable), shall meet standards and shall be applied under standards acceptable to the Ministry of the Environment.

3.1.2 Ministry of Transportation (MTO)

In addition to OPSS specifications, products and supplies must be on the approved list of the Ministry of Transportation of Ontario.

3.1.3 M.S.D.S. (Material Safety Data Sheet)

The Contractor will supply the appropriate M.S.D.S. (Material Safety Data Sheet) to the Municipality upon request.

3.1.4 The Occupational Health and Safety Act

To avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor, by executing this Contract unequivocally acknowledges that he is the Constructor within the meaning of the Occupational Health and Safety Act and amendments thereto.

Contractors and subcontractors may be required to:

1/ Demonstrate the establishment and maintenance of health and safety programs. Objectives and standards must be consistent with applicable legislation and with the Municipality's health and safety policy and requirements.

2/ Ensure that workers are aware of hazardous substances that may be in use at their place of work and wear the appropriate personal protective equipment required.

3.1.5 Ministry of Labour Requirements.

Contractor shall comply with all requirements of the Ministry of Labour including, but not limited to, fair employment practices, employment standards and notices of contract as required by existing regulations or legislation in effect.

3.1.6 Ability to Perform

The Contractor may be required to show, in terms of experience, equipment and facilities, evidence of its ability, as well as that of any proposed subcontractor to perform the requirements of the contract. Such requirements may include, but are not limited to, a list of equipment showing the type and capacity of equipment.

3.2 Completion

Time shall be of the essence in this agreement.

3.3 Bidding Conditions

3.3.1 Tender Opening and Closing

All tenders must be received on or before **February 24, 2023, at 12:00 noon**. Tender submissions must be mailed to the indicated address, delivered in person to the municipal office, or emailed to Clerk@westelgin.net for them to be considered received. Clearly indicate the contents of your submission.

Tenders will be opened on **February 24, 2023, at 1:00 pm**

3.3.2 Address and Information

Tenders should be submitted to:

ATTN: Clerk
Municipality of West Elgin
22413 Hoskins Line
Rodney, On N0L 2C0
Telephone 519-785-0560
Clerk@westelgin.net

Documents are available in alternate formats, where practical, upon request. Please contact the Clerk at 519-785-0560 or by email at clerk@westelgin.net if you require an accessible format.

Additional information can be obtained from the above and/or:

Lee Gosnell, Manager of Operations & Community Services
Municipality of West Elgin
22413 Hoskins Line
Rodney, On N0L 2C0
Telephone 519-785-0560
Lgosnell@westelgin.net

3.3.3 Tender Deposit

Within **fourteen days** upon acceptance of this tender, a certified cheque, made payable to the Municipality, in the amount of ten per cent (10%) of the total tendered amount, shall be submitted by the successful bidder as security for contract commencement, performance, and completion as laid out in this tender

3.3.4 Basis of Rejection of Tender

Tenders may be rejected for any one of the following reasons:

- a) Bids received after closing date.
- b) Bids received on forms other than the form supplied.
- c) Bids not completed in ink or by computer.
- d) Qualified or conditional bids.
- e) Bids not property authorized.

3.3.5 Documents

The Contractor shall include a copy of the tender, completed, and executed where appropriate, as the acceptable Form of Tender.

3.4 Award of Contract

3.4.1 The Municipality shall notify the successful contractor in writing as soon as possible.

3.4.2 The lowest or any tender does not have to be accepted by the Municipality based on price and/or product.

3.4.3 Without limiting clause 3.4.2 above, the Municipality may refuse to award a tender where, in its sole discretion, the Contractor is not able to demonstrate in terms of experience, equipment, facilities and product source, evidence of its ability, as well as that of any proposed subcontractors, to perform the work at issue, in accordance with all terms of the contract.

4.0 Insurance

Within fourteen days upon acceptance of this tender, the Contractor shall provide and pay for Contractors Liability Insurance as follows:

4.1 Comprehensive General Liability and Property Damage Insurance, including Broad form Property Damage, complete operations, products, personal injury, death, contractor liability, with a limit of not less than **\$5,000,000.00** per inclusive occurrence.

- 4.2 The Contractor shall provide the Municipality of West Elgin with a complete certified copy of all policies including written documentation that all Workmen's Compensation and Employment Insurance payments are up to date and in order.
- 4.3 All certificates of insurance shall be filed with the Municipality of West Elgin and no material change or cancellation of insurance shall be made by the Contractor without 30 days prior written approval thereof. All insurance shall be maintained until completion of work.
- 4.4 The Contractor will be required to sign a HOLD HARMLESS AGREEMENT protecting the Municipality of West Elgin and its employees from loss, whatsoever, in connection with the Contract.

5.0 Delivery Conditions

- 5.1 The Contractor shall deliver dust suppressant in truckload quantities to the Municipality which shall be no less than 28,000 litres unless specified by the Public Works Supervisor as per section 5.3 below.
- 5.2 **The Contractor shall have sufficient resources to deliver a minimum of 4 truckloads per day at the request of the Public Works Supervisor, given 1-day advanced notice.**
- 5.3 The Municipality may request 'less than' truckload deliveries to satisfy special situations. In such cases, the Contractor and Municipality will arrange mutually suitable times. If applicable, the Contractor will notify the Municipality in advance if any extra charges apply to cover less than truckload shipments.

6.0 Billing

- 6.1 The Contractor shall record each individual load on a separate bill of lading form.
- 6.2 The bill of lading will clearly identify all load information including, but not limited to, Carrier (driver/unit #), Product ID, Weight (gross, tare and net), Quantity (litres), Loading Date & Location, Delivery Date & Spread Location.
- 6.3 All bills of lading shall be signed by the driver and the Public Works Supervisor or his designate.
- 6.4 Multiple loads may be submitted on one invoice provided each bill of lading number is shown as a separate line item. A copy of each original bill of lading shall accompany said invoice for reconciliation purposes.

7.0 Testing

The Public Works Supervisor will require documentary evidence to affect those materials supplied by the Contractor comply with the terms of this tender. Such evidence must be in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Supervisor. No costs in connection with these tests shall be borne by the Municipality.

8.0 Field Testing

From time-to-time the Public Works Supervisor may take samples of product being delivered for testing purposes. The Supervisor will submit such samples to an independent testing lab for analysis.

If the samples meet the terms of this tender the Municipality will pay for the test. If, however, the sample does not meet the terms of this tender, the Contractor will incur the cost of the testing, and the Municipality will assume the right to adjust their payment to the Contractor by the same percentage shortfall in the strength of the brine solution. This payment adjustment will be on the individual load, or all products received to date of testing. Following acknowledgement of receipt of non-specified product, the Municipality has the right to discontinue future shipments and has the right of recourse through the performance bond/deposit at the Manager of Operations & Community Services discretion.

9.0 Tender Pricing

9.1 Alteration or Withdrawal of Tenders

9.1.1 A tender may be altered by submitting another tender at any time up to the specified time and date for tender closing. The last tender received shall supersede and invalidate all tenders previously received by the Tenderer for that contract.

9.1.2 The Tenderer may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the Tenderer's signature and seal and delivered to the Clerk of the Municipality of West Elgin. Such submission must be received in sufficient time to be marked with the time and date of receipt. Telegrams, fax transmissions and telephone calls will not be accepted.

9.2 Unbalanced Tenders and Discrepancies

9.2.1 Tenders that contain prices which appear to be greatly unbalanced, as likely to affect the interest of the owner, may be rejected.

- 9.2.2 Wherever in a tender the total amount does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern, and the amount of the Total Tender Price shall be corrected accordingly, unless otherwise decided by the owner.
- 9.2.3 A discrepancy in addition or subtraction in a tender shall be corrected by the owner by adding or subtracting the items correctly and correcting the Total Tender Price accordingly, unless otherwise decided by the owner. Where an error has been made in transferring an amount from one part of the Form of Tender to another, the amount shown before the transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.
- 9.2.4 If a Tenderer has omitted to enter a price for an item of work set out in the Form of Tender, he shall, unless specifically stated otherwise in his tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said item of work and unless otherwise agreed to by the owner, no increase shall be made in the Total Tender Price on account of such omission.
- 9.2.5 Tenderers whose bid has been rejected by the owner will normally be notified of the reasons for the rejection within (10) days after closing for tenders.
- 9.2.6 The owner reserved the right to waive formalities at their discretion.

10.0 Freedom of Information

Any personal information required on the Tender Form is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written Tenders received by the Municipality become a public record, once a Tender is accepted by the Municipality of West Elgin, all information contained in them is available to the public, including personal information.

All Proposals submitted to the Municipality become the property of the Municipality and as such, are subject to the Municipal Freedom of Information and Protection of Privacy Act. Proponents may mark any part of their Proposal as confidential except for the total Contract price and the Proponent's name. The Municipality will use its best efforts not to disclose any information so marked but shall not be liable to a

Proponent where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law. Upon award, the Municipality may release the name of the Successful Proponent, the name and telephone number of the contact person and the total bid price of the Successful Proponent.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Jana Nethercott
Clerk
Municipality of West Elgin
22413 Hoskins Line
Rodney, Ontario
(519) 785-0560
clerk@westelgin.net

12.0 Tender Pricing

1) **EFFECTIVE CHLORIDE COMPOSITS**

Supplied and applied in truck load quantities.

<u>Unit of Measure</u>	<u>Total Quantity</u>	<u>Price Per Unit</u>	<u>Extended Total</u>
_____	_____	_____	_____
		TAXES	_____
		Total Tender	_____

Or

2) **LIQUID CALCIUM CHLORIDE**

Supplied and applied in truck load quantities.

<u>Unit of Measure</u>	<u>Total Quantity</u>	<u>Equivalent Quantity</u>	<u>Price Per Unit</u>	<u>Extended Total</u>
_____	_____	_____	_____	_____
			TAXES	_____
			Total Tender	_____

SPECIFY SOURCE -

SPECIFY PERCENTAGE OF DUST SUPPRESANTS -

13.0 Authorization and Execution

I, _____, am an authorized officer of
(Print Name)

(Company Name)

with authority to bind this company within the terms and conditions of this Tender.

(Signature)

(Title)

(Company Name)

Current HST Registration Number _____

Company Address: _____

Company Telephone Number _____

(Optional) Alternate Telephone Number _____

(Optional) Fax Number _____

(Optional) E-Mail Address _____

14.0 HOLD HARMLESS AGREEMENT

The Contractor covenants and agrees to indemnify and save harmless the Municipality of West Elgin of and from all claims, demands, actions or causes of action which may arise or exist, as a result of the work and undertaking of the Contractor.

AUTHORIZED SIGNATURE: _____

DATE: _____

Seal if incorporated