

Municipality of
Bluewater

**TENDER FOR 2021 DUST CONTROL
With ONE (1) Optional Year Renewal**

BW-RDS02-2021

DATE & PLACE FOR RECEIVING TENDERS:

Tenders will be received by the Manager of Public Works until
12:00 pm on Monday, January 25, 2021 at:

**The Municipality of Bluewater
14 Mill Avenue, Box 250
Zurich, Ontario N0M 2T0**

INFORMATION TO BIDDERS

1. DATE AND PLACE FOR RECEIVING TENDERS

Tenders will be received by:

Dave Kester, Manager of Public Works
Municipality of Bluewater
14 Mill Avenue, PO Box 250
Zurich, Ontario N0M 2T0

Until: 12:00 p.m. local time, Monday, January 25 2021

For: The Supply and Application of Dust Suppressants

2. TENDER DEPOSIT

Every tender must be accompanied by a tender deposit in the form of a certified cheque or bid bond payable to:

Municipality of Bluewater

In the amount of: \$5,000.00

Tenders not accompanied by a certified cheque or bid bond will be considered informal and shall be disqualified.

3. SUBMISSION OF TENDER

Tenders shall be submitted on the forms provided and delivered in an opaque sealed envelope, clearly marked:

Tender for Dust Control

Tenders arriving after the stated closing time will not be considered.

4. SECURITIES

The bid deposit cheque of the successful bidder will be retained until satisfactory completion of the spring application of dust suppressant. The cheque will then be returned without interest.

Cheques of unsuccessful bidders will be returned within 7 days of Tender Award.

The Municipality of Bluewater intends to recommend award of a tender for Council's consideration on February 1st 2021.

5. CLARIFICATION

Should a bidder find discrepancies in or omissions from the tender documents, or should there be any doubt as to their meaning, please direct all inquiries or questions to:

Dave Kester, Manager of Public Works
T: 519.236.4351 ext. 221
F: 519.236.4329
E-Mail: PublicWorks@municipalityofbluewater.ca

Should a correction, explanation, or interpretation be necessary or desirable, a written addendum will be issued on the municipal website www.municipalityofbluewater.ca . Addenda, issued during the bidding period, are part of these tender documents.

6. WITHDRAWAL OR QUALIFYING OF TENDERS

A bidder, who has already submitted a tender, may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that bidder for this contract.

A bidder may withdraw their tender at any time up to the official closing time by submitting a letter bearing their signature and seal as in their tender to The Municipality of Bluewater. No emails, telegrams, facsimile or telephone calls will be considered. After the official closing time for receiving of tenders, all tenders received shall be irrevocable.

7. BASIS FOR REJECTION OF TENDER(S)

Tenders may be rejected for one or more of the following reasons:

- a) Bids arriving after the closing time and date as specified in this document
- b) Bids received in a form other than the tender form supplied
- c) Bids not completed in ink or by type
- d) Bids containing any other form of alteration, including but limited to include; strike-out, white-out, etc.
- e) Qualified or conditional bids
- f) Bids not properly signed and sealed

8. RESERVATIONS

The Municipality reserves the right to accept any tender in whole or in part thereof judged most satisfactory, without liability on the part of the Municipality.

The Municipality reserves the right to reject any or all tenders. The lowest or any tender will not necessarily be awarded.

Tenders which are incomplete, conditional, or obscure or which contain additions not called for, erasures, alterations and irregularities of any kind may be rejected as informal.

9. PRICES AND BUDGETS

The Municipality of Bluewater has a strictly defined budget for the work within this contract and reserves the right to change the scope of this contract to bring the tender price within the available budget limits.

Should it be determined that the changes in the scope of the contract are of sufficient magnitude, then the Municipality shall cancel the quotation process, then, at its discretion, commence a new process in order to complete the project within the budget available.

Changes to the scope of this contract, either by changes in scheduling, changes in quantities of work and/or deletion of any part of the work shall not entitle the Contractor to any extra compensation.

The Municipality will not be held responsible for any cost incurred by any bidder associated with preparing or submitting a quotation for this project, should the quotation be rejected or the process cancelled.

10. PAYMENT CHANGE

Payment will be made only for materials signed for at the delivery site. The vendor will be responsible for procuring the required signature from the person in charge at the site.

Invoices will be paid within 30 days of the invoice date, unless early payment discounts are available, in which case payment will be made by the discount date.

11. FAILURE TO PERFORM

If, in the opinion of the Municipality, the Contractor refuses or neglects to perform the work required under the contract in an orderly manner and without delay, then the Municipality of Bluewater may cancel the contract by twenty-four (24) hours written notice.

The said Municipality shall have the full right and power at its discretion, without process of action at law, to take possession of the whole work remaining at the time of notice of cancellation and to re-let the same to any other person, persons, or Company, with or without previous advertisements.

The Contractor shall be liable for all damages, expenditure and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof, together with the penalties from the date fixed for the completion of the work.

12. INSURANCE

A certificate of insurance or a certified copy of the Contractor's policy shall be provided showing coverage for at least the following limits:

- i. Comprehensive liability insurance providing bodily injury limits of at least \$5,000,000 per person and accident, and providing for property damage of at least \$5,000,000 in any one accident. The Municipality of Bluewater shall be named as an additional insured party on such policies.
- ii. Insurance as in i. above for all licensed motor vehicles operated by or on behalf of the bidder.

The liability insurance shall be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse during the duration of the contract without 30 days prior written notice to the Municipality of Bluewater. The insurance policy shall not contain any deductible amounts and shall remain in effect until the contract has been terminated.

13. WORKPLACE SAFETY AND INSURANCE

It is the obligation of any successful bidder to comply with all requirements of the Workplace Safety and Insurance Board Act. Bidders must certify that all employees, officers, agents and subcontractors are covered under the Act.

A WSIB Certificate shall be supplied before work commences and updated every 60 days in compliance with the Act. Failure to supply or update this certificate as required is cause for termination of the contract.

Both the Municipality of Bluewater and the Contractor have obligations under the Workplace Health and Safety Act to ensure that work sites are safe and that accidents are prevented.

The successful Contractor shall provide a copy of the company's safety policy manual before commencing the work. The Contractor will be responsible for the ongoing safety and security of the job-site.

In the event of a serious or recurring problem, a notice of non-compliance will be issued. The Contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risks.

Disregard for any requirement of the Workplace Health and Safety Act may be caused for the issuance of a stop work order or even termination of the contract.

GENERAL REQUIREMENTS

1. SCOPE

The work included in this tender is for the supply and application of dust suppressants to the gravel road network within the Municipality of Bluewater.

All vehicles delivering product are to be in proper and safe operating condition, and all deliveries must be made by carriers properly licensed, trained, and insured and all loads must be within the gross weight and axle weight laws of the Province.

The dust suppressant shall be applied by a controlled pump, capable of consistent application of minimum 3.35 metres width. No dust suppressant is to be applied to tar and chip or asphalt roads.

2. DELIVERY CONDITIONS

Time shall be the essence of this work. Dust suppressant application is expected to commence on April 19th 2021. The Contractor shall work diligently toward completion of the work and shall be complete not later than June 21st, 2021.

The Contractor shall deliver liquid product in truckload quantities to the Municipality, under normal conditions, given 1 full day advance notice. The quote is to be based on supply and application of full truckload units.

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 LTL (less than truckload) shipments.

3. PRICING

Tender prices must be firm for the complete supply, delivery and application of the item specified and shall be binding upon the supplier until October 31, 2022.

2022 Optional pricing may or may not be selected based on pricing received. The contractor may choose not to submit a price under the 2022 Optional pricing table.

4. SUBCONTRACTORS

All subcontractors shall abide by the terms of this quotation.

SPECIFICATIONS

1. DEFINITIONS

In this quote, the following definitions are specific.

- i. Liquid Calcium Chloride means liquid calcium chloride solution containing a minimum of 35 per cent by mass of pure Calcium Chloride.
- ii. Effective Chloride Composites means liquid solutions containing a minimum combination of calcium and magnesium by mass of 18 per cents.

2. APPLICATIONS CONDITIONS

Time application(s) of any type of dust suppressant shall meet OPSS 506.

3. SPECIFICATION FOR DUST CONTROL

For the purpose of this quote, the effective chlorides for dust control purposes are considered to be magnesium and calcium chloride (minimum 18%) by mass in the solution(s) being quoted.

The Ontario Provincial Standard Specifications #506 will govern this tender.

- i. 35% Calcium Chloride
1 Flake Equivalent Ton = 325.7 Gallons = 1480.7 Litres
1 Flake Metric Tonne = 359.04 Gallons = 1632 Litres
- ii. Alternative
For products containing less than 35%, please state the respective combined composition of calcium and magnesium chloride (minimum 18%) by mass in the solution(s) being quoted:

Effective Chloride Composites: Total Effective Chloride Percentage: _____%

For comparison purposes: 1 unit of 35% Calcium Chloride = _____ unit(s) of Alternative Product (Comparison Factor)

The Municipality reserves the exclusive right to determine the ratio of equivalency when analyzing quoted prices based on previous experience, product reliability, field performance, geographic conditions, and desired results.

4. PROVISION FOR OPTIONAL ITEMS

Option for 1 year renewal for dust control application with specifications as listed. Bids for the 2022 year application will include haulage and freight. Time shall be the essence of this work. Dust suppressant application is expected to commence on April 18th 2022. The Contractor shall work diligently toward completion of the work and shall be complete not later than June 20th, 2022.

5. MATERIAL - SAFETY DATA SHEET

Each Tender must be accompanied by a Safety Data Sheet (SDS).

FORM OF TENDER

LIQUID CALCIUM CHLORIDE 35% SOLUTION:

Supplied and applied in truckload quantities.

2021

Unit of Measure Extended	Quantity	Unit Price	Total
Flake Equivalent Tonnes	400	\$	\$
HST			\$
Total			\$

2022 (Optional)

Unit of Measure Extended	Quantity	Unit Price	Total
Flake Equivalent Tonnes	400	\$	\$
HST			\$
Total			\$

EFFECTIVE CHLORIDE COMPOSITES:

Supplied and applied in truckload quantities.

2021

Unit of Measure Extended	Quantity	Unit Price	Total
Flake Equivalent Tonnes	400	\$	\$
HST			\$
Total			\$

2022 (Optional)

Unit of Measure Extended	Quantity	Unit Price	Total
Flake Equivalent Tonnes	400	\$	\$
HST			\$
Total			\$

(Company)

(Authorized Representative)

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)

for _____
(Company Name)

Telephone: _____ E-Mail: _____

Dated at _____, Ontario this _____ day of _____, 2021.