



TENDER PW2018-4

FOR DUST SUPPRESSANT AT VARIOUS LOCATIONS THROUGHOUT TOWNSHIP OF RIDEAU LAKES

Tender Closing: February 1, 2018 at 11:00 a.m.

Tender Openings: Immediately following the closing deadline

Tenders Will Be Received By:
Dan Chant, Roads Coordinator
Township of Rideau Lakes
1439 County Road 8
Delta, ON, K0E 1G0

ALL TENDERS/RFP's SUBJECT TO BUDGET APPROVAL

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INSTRUCTIONS TO BIDDERS

1.0 INTERPRETATION/DEFINITIONS

In this document,

- a) **Township:** mean the Township of Rideau Lakes.
- b) **Bidder:** means any qualified person or contractor submitting a price for this tender.
- c) **Bid:** means the proposal as submitted and the related price.
- d) **Non-qualified contract:** means a contract that is not tendered in accordance with the Township qualification procedures.
- e) **Qualified contract:** means a contract that is tendered in accordance with the qualification procedures administered by the Township.
- f) **Contractor:** means the person, partnership or corporation submitting a tender price to undertake work as specified.
- g) **Qualified contractor:** means a contractor who has applied for and been granted a rating or ratings in accordance with the Township qualification procedures.
- h) Specifications, the Special Provisions the "Instructions to Bidders", any other documents listed in the Tender and any Addenda thereto issued by the Township.

2.0 COMPLIANCE WITH INSTRUCTIONS

- 2.1 Bidders must comply with the following instructions. Those failing to do so may be subject to disqualification.

3.0 COMPLETION OF THE BID

- 3.1 The tender forms supplied by the Township of Rideau Lakes must be used and submitted in a sealed envelope clearly marked with the following:

Tender PW2018-4

**Dan Chant, Roads Coordinator
Township of Rideau Lakes
1439 County Rd 8
Delta, ON K0E 1G0**

Mailed or delivered to the Township Office Fax transmissions and emails will not be accepted.

before **11:00 am** on **February 1, 2018**. Bids must be in hard copy form and in a sealed envelope, clearly marked with its contents.

- 3.2 All entries in the bid shall be clear and legible and made in ink. All items shall be bid according to any instructions in the Tender Documents and with entries made for unit price, lump sum, extensions and totals as appropriate.

3.3 Bids that are incomplete, conditional, illegible and obscure or have reservations, erasures, alterations, additions not called for, or irregularities of any kind may be rejected.

3.4 Erasures, overwriting or strike-outs are to be initialled by the person signing for the Bidder.

3.5 The Contractor shall complete and submit the following original documentation with the tender:

- a) Contractor's Information Form – Page 8
- b) Unit Price Bid Form – Page 9
- c) Declaration of Contract Offer - Page 11
- d) Occupational Health and Safety Statutory Declaration – Page 12
- e) Bid Deposit Cheque

3.6 The Contractor shall submit the following completed forms within 7 Days of receiving notification that it is the successful Bidder:

- a) Insurance Certificate
- b) Workplace Safety and Insurance Board Certificate of Clearance or Exemption Certificate with proof of self-insurance if granted independent status by WSIB.
- c) Performance and Payment Bonding

4.0 ALTERATION OF BIDS

4.1 A Bid may be altered by submitting another bid at any time, up to the specified time and date for bid closing. The last bid received shall supersede and invalidate all Bids previously submitted by the Bidder for that Contract.

5.0 WITHDRAWAL OF BIDS

5.1 The Bidder may withdraw the Bid at any time, up to the specified time and date for Bid closing, by submitting a letter (bearing the Bidder's signature) to the Roads Coordinator, who will mark thereon the time and date of receipt and will place the letter in the tender file. Fax transmissions or telephone calls shall not be accepted.

6.0 UNBALANCED BIDS

6.1 Bids that contain prices that appear to be so unbalanced that they may adversely affect the interests of the Township of Rideau Lakes may be rejected. Each item Bid shall be a reasonable price for such Work.

7.0 BIDS WITH DISCREPANCIES

7.1 Wherever the amount Bid for an item does not agree with the extension of the quantity and the unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly.

7.2 Mathematical discrepancies shall be corrected by the Township, by appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the Bid to another, the amount shown before 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.

7.3 Bidders who's Bids have been rejected by the Township, under Section 6.0 or 7.0, shall be notified of the reasons within 10 Days of the specified time and date for bid closing.

8.0 INQUIRIES DURING TENDERING PERIOD

8.1 Inquiries relative to the tender documents shall be directed to the Roads Coordinator at

613-928-2251 x227 or by email to dchant@twprideaulakes.on.ca .

8.2 No information provided orally by the Township shall be binding, nor shall it alter the requirements in any way.

9.0 TENDER DEPOSIT

9.1 Each bid shall include a tender deposit in the form of a Bid Bond or a Certified Cheque, made payable to the Township of Rideau Lakes, equal to \$5,000.

10.0 ACCEPTANCE OR REJECTION OF BIDS

10.1 The Township reserves the right to reject any or all Bids, for any reason whatsoever and to accept only Bids considered best for its interest and to waive formalities as the interests of the Township may require without stating reasons, therefore, the lowest or any Bid may not necessarily be accepted.

10.2 Bids not accompanied by a certified cheque in the required amount may be rejected.

10.3 The Township shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior, or subsequent to, or by reason of the acceptance or the non-acceptance by the Township of any Bid, or by reason of any delay in the acceptance of a Bid, unless as specifically provided in the Tender Documents.

10.4 The Bid shall be irrevocable for a period of thirty days following the date of Tender Closing.

11.0 CANCELLATION OF CONTRACT

11.1 This Tender has been prepared with the intention of proceeding with acceptance of the lowest responsible bid, meeting all specifications. However, due to financial constraints and other unforeseen factors, the Township may be unable to award this Tender. The bidders agree to save harmless, the Township, from any or all claims for monetary or any other types of compensation by the bidder if this tender cannot be awarded.

The Township of Rideau Lakes reserves the right to discontinue this Tender process and review at any time and not move forward with awarding a contract.

12.0 CONTRACT AWARD PROCEDURES

12.1 The Township shall notify the successful Bidder that the Bid has been accepted within 30 Days of the tender closing.

12.2 Notice of acceptance of Bid may be by telephone, fax transmission or by mail.

12.3 The successful Bidder shall deliver by hand or by mail within seven (7) Days of receiving written notice to the address specified on the Tender Information page (Page 1), the following documents:

- a) Performance and Payment Bonding in the prescribed amount, as prescribed in Section 14.
- b) Workplace Safety and Insurance Board Certificate of Clearance or Exemption Certificate with proof of self insurance if granted independent status by WSIB.
- c) Satisfactory proof of General Liability Insurance in accordance with the General Conditions.

12.4 Following receipt of the properly executed documents, Certificate of Liability Insurance and the contract security, the Contractor will receive authority to proceed with the Work.

13.0 RELEASE OF TENDER DEPOSIT

- 13.1 The Tender Deposits of all Bidders except the low Bidders shall be returned within 10 Days of the tender closing.
- 13.2 Where the low Bidder has not been notified within 30 Days after tender opening that its Bid has been accepted, application may be made to the Township for the return of the Tender Deposit.
- 13.4 The successful Bidder's Tender Deposit shall be returned after the executed agreement and other applicable documents have been received by the Township.
- 13.5 The Tender Deposit may be forfeited if the successful Bidder fails to return the applicable documents to the Roads Coordinator, within (7) seven Days of receipt.

14.0 SECURITY/BONDING REQUIREMENTS (Successful Bidder Only)

- 14.1 If the Total Award Price to a successful bidder is **less than \$25,000**, Performance and Payment Bonds are not required. **[However, the Contractor will be required to submit a Letter of Credit or a Certified Cheque in the amount of \$5,000.00].**
- 14.2 If the Total Award Price to a successful bidder is **greater than \$25,000**, one of the following three surety options shall be furnished by the Contractor prior to acceptance of the contract by the Township:

OPTION A: a Performance Bond for **25%** of the amount of tender **and** a Payment Bond for **25%** of the amount of Total Tender Price, issued by an approved guaranty company on bond forms supplied to such companies by the Township,

OPTION B: two (2) Letters of Credit each equivalent to **25%** of the amount of the Total Tender Price,

OPTION C: two (2) Certified Cheques each equivalent to **25%** of the amount of the Total Tender Price.

- 14.3 In the case of Option A, the Payment Bond will be retained by the Township of Rideau Lakes for 120 Days after Final Completion of the Work. For Options B and C, one Letter of Credit or one Certified Cheque will be retained by the Township of Rideau Lakes for 120 Days after Final Completion of the Work.

15.0 PERFORMANCE EVALUATION

- 15.1 The Township may evaluate the performance of the Contractor when the Contract is completed or terminated. The Contractor's performance shall be rated on a scale of 1-5, where 1 - very poor, 2 - below average, 3 - average, 4 - good and 5 - excellent, under the following categories:
 - a) Administration
 - b) Adherence to Specifications and Special Provisions
 - c) Condition and Sufficiency of Equipment
 - d) Safety Procedure (OH&SA)
 - f) Traffic Management
 - g) Environmental Compliance (if applicable)

The performance rating shall be determined based on the every day performance of the Work, quality assurance test(s), letters, and Written Instructions to the Contractor.

- 15.2 A copy of the completed Contractor's Evaluation Report shall be sent to the Contractor. If the Contractor disagrees with any portion of the Contractor's Evaluation Report, he shall advise the Contract Administrator of his specific objections, in writing, within 20 Days of the date of the

report.

- 15.3 Once an objection is received, the Roads Coordinator shall advise the Contractor, in writing, within 20 Days of the date of the objection if the objection has been dismissed and the reasons or affirm all changes to the Contractor's Performance Evaluation.
- 15.4 If the Contractor is evaluated as very poor or below average in three categories or very poor in two areas, the Roads Coordinator may disqualify the Contractor from Bidding on Township Contracts for a period of up to two years from the date the Contract was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

16.0 PAYMENT TERMS

- 16.1 The Township shall pay for the Work upon completion and receipt of an itemized invoice sent in by the Contractor to the Township Attention: Roads Coordinator. The Township's standard payment term is net thirty (30) days.
- 16.2 The Township pays the Harmonized Sales Tax (HST) where applicable and should be shown separately on the invoice.
- 16.3 The Township may hold back 10% of each invoice or until such time proof of material quality and specification is provided to the Roads Coordinator by the Contractor. The Township, at its own expense, reserves the right to have the material tested at an independent Laboratory.

**CONTRACTOR'S INFORMATION FORM
TENDER PW2018-4**

By: _____
Name of Firm or Individual (Hereafter referred to as "THE CONTRACTOR")

Address

Phone Number

Fax

Email

Name of Person Signing for Firm (please print)

Office of Person Signing for Firm

Signature

GST/HST NO.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER

**TENDER PW2018-4
UNIT PRICE BID FORM**

In accordance with the Tender Documents, the Contractor hereby offers to complete the Work specified in the Contract for the following prices for:

ITEM #	SPEC.	ITEM	UNIT	QUANTIT Y	UNIT PRICE	TOTAL
1	NSSP	DUST SUPPRESSANT - liquid	Litres	400,000±		

***The unit price bid in this Tender shall be binding throughout the duration of this Contract.

Liquid magnesium chloride 30% and liquid calcium chloride 35% shall be considered equivalent

ALL BID PRICES NOT TO INCLUDE HST.

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SPECIAL PROVISIONS

FOR TENDER PW2018-4

DUST SUPPRESSANT

Scope

The work is to provide liquid dust suppressant as directed by the Township of Rideau Lakes' Roads Coordinator or Supervisors. It consists of loading, delivering and application of liquid dust suppressant, using tanker type equipment. Electronic/computerized spreader controls preferred.

The material supplied shall be from the following list:

- 1/ Liquid Magnesium Chloride meeting OPSS 506 and 2503
- 2/ Liquid Calcium Chloride meeting OPSS 506 and 2501

This agreement may not be assigned or subcontracted in whole, or in part by the Supplier without prior written consent of the Roads Coordinator.

Locations

The placement of dust suppressant is to be on Township roads as designated. The volume/litres will be determined by the Patrol Supervisor. **Because of restrictions to weight or size on some roads, a truck of smaller capacity may be required. The Township suggests a calibrated unit of 10,000 litres size may be required for these applications.**

Method of Payment

Payment at the contract price for the above tender item shall include full compensation for all labour, equipment and materials to load, deliver and place the liquid dust suppressant and related traffic control.

LIQUIDATED DAMAGES

1. Liquidated Damages

It is agreed by the parties to the Contract that in case the Contractor fails to provide service within 72 hours of notification of delivery, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **\$500.00** as liquidated damages for each and every 24 hour delay in finishing the dust suppressant placement when requested.

DECLARATION OF CONTRACT OFFER

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The Contractor has carefully examined the Tender Documents and has carefully examined the site and location of the Work to be completed under this Contract, and the Contractor understands and accepts the said tender documents and, for the prices set forth in this Bid, hereby offers to furnish all labour, material and equipment, except as otherwise specified in the Contract, and to complete the Work in strict accordance with the tender documents.

The Bidder expressly warrants that the prices contained in his Bid, whether as unit prices or lump sums, and whether for transportation or supply of materials or for services, are quoted in utmost good faith on his part, without any collusive arrangement or agreement with any other person, or partnership or corporation.

The Bidder expressly represents that he is not party or privy to any deceit tending to mislead the Township of Rideau Lakes into accepting his Bid as a truly competitive Bid, whether to the prejudice, injury or benefit of the Township.

THE CONTRACTOR BY THIS BID OFFERS TO COMPLETE THIS CONTRACT IN ACCORDANCE WITH THE TERMS CONTAINED HEREIN.

DATED AT: _____ this _____ day of _____, 2018.

**Contractor signs here and Position
Seal where Applicable**

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**OCCUPATIONAL HEALTH AND SAFETY
STATUTORY DECLARATION**

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The Township of Rideau Lakes is obligated to ensure that the Work completed by the Contractor is undertaken in a safe manner. Before awarding this Contract, the Township of Rideau Lakes must be satisfied that the Tenderer has available resources and understands the Work adequately to be able to complete the undertaking to meet the Township's obligation. The Contractor shall complete, including a signature, and submit this form with this Tender envelope.

The Owner reserves the right to reject any Bid for tendered Work if the information herein is not complete or specific to the operation or does not meet an adequate level, as determined by the Owner. If necessary, the Owner also reserves the right to address with the low Bidder, minor deficiencies with the information provided and require the bidder to make the necessary changes to this information. Any additional equipment, labour or material adjustments required by the Owner shall not increase the Bid price.

The Township retains the right to negotiate with suppliers on any procurement.

In submitting this proposal, I/we, on behalf of _____,
(Legal Name of Company)

Certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2)(j) the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

Dated at _____ this _____ day of _____ 2018.

Authorized Signing Officer (please print)

Title

Signature

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INSURANCE

Commercial General Liability

Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the contractor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add the Township of Rideau Lakes as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

Automobile Liability Insurance

With respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000.00 inclusive for each and every loss.

Contractor's Environmental Impairment Liability (if applicable)

The contractor shall effect and maintain Environmental Impairment Liability with a limit of not less than \$2,000,000. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is written on a claims made basis, coverage shall include a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

WSIB

Proof of a WSIB Clearance certificate, to ensure that the employees of the contractor are adequately protected in the event they are injured on the job.

Indemnification

The contractor shall indemnify and hold the Corporation of the Township of Rideau Lakes harmless from and against all claims, liability, losses, actions, demands, damages, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions, whether willful or otherwise by the contractor, its agents, officers, employees or other persons for whom the contractor is legally responsible in the performance of this agreement.