



Municipality of
Dutton Dunwich

MUNICIPALITY OF DUTTON DUNWICH

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THE CORPORATION OF **THE MUNICIPALITY OF DUTTON DUNWICH**

TENDER CLOSING DATE IS 11:00 A.M. February 16, 2024

(Lowest or any tender not necessarily accepted. All Tenders must to be approved by the Municipal Council. Tenders may be subject to approval by the Ministry of Transportation of Ontario.)

TENDER FOR: The Supply and Application of Dust Suppressants

LOCATION: Various Gravel Roads within the municipality as directed by the Manager of Roads and Facilities or designate.

2024 TENDER FOR THE SUPPLY AND APPLICATION OF DUST SUPPRESSANTS

The Contractor has carefully examined the provisions, plans, specifications and 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 provisions, plans, specifications and 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.

Attached to this tender is a certified cheque in the amount specified in the "Tendering Requirements", made payable to the Municipality of Dutton Dunwich. The proceeds of this cheque shall, upon acceptance of this tender, constitute a deposit, which will be retained by the Municipality until final acceptance of the work at which time the deposit cheque will be returned.

It is agreed that the tender quantities are estimates only and may be increased or decreased by the Municipality without alteration of the contract price.

I/We (the Contractor) promise to commence work on an "as required basis" and to diligently perform the work continuously when requested by the Municipality without undue delay.

MUNICIPALITY OF DUTTON DUNWICH

2024 The Supply and Application of Dust Suppressants

ITEM	QUANTITY (A)	UNIT PRICE (B)	SUB TOTAL
Effective Chloride Composites	2,500,000 litres (+/-)	/litre	\$
OR			
Calcium Chloride Solution	1,250,000 litres (+/-)	/litre	\$
Specify Source:			
		HST	\$
		TOTAL TENDER	\$

- Agreement shall be in effect for a (one) year period, commencing on May 1, 2024.
- Tenders for the supply and application of dust suppressants will be received until 11:00 a.m. local time, February 16, 2024
- Tenders shall be enclosed in a sealed envelope marked in the lower left-hand corner "2024 Supply and Application of Dust Suppressants".
- Tender to include all 11 pages of this document and attached a specification of the product being bid
- A certified cheque made payable to the Municipality of Dutton/Dunwich in the amount of 10% of the total tender must be included with the tender.
- Tenders shall be submitted on the tender form, witnessed or sealed.
- The tender must be legible.

BY - Name of Contractor or Individual

ADDRESS

Name of Person Signing for Contractor Signature
(PLEASE PRINT)

Office of Person Signing for Contractor Phone Number

Witnessed by or Corporate Seal Signature

Name of Person Witnessing Form (PLEASE PRINT)

SCOPE

This tender is for the supply and application of dust suppressants for 2024.

Material Specifications and Location

- 2,500,000 litres of effective chloride composites (based on a 20% solution) applied as specified by the Director of Public Works or designate.

OR

- 1,250,000 litres of liquid calcium chloride (based on 35% CaCl₂) applied to roads as specified by the Director of Public Works or designate.

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, considering seasonal variances due to weather and other uncontrollable factors.

DEFINITIONS

In this tender, the following definitions are specific.

- MUNICIPALITY means the Corporation of the Municipality of Dutton Dunwich.
- 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 is capable of spreading 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.

GENERAL CONDITIONS

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.*

2. Ministry of the Environment and Climate Change (MOECC)

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

3. 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.

4. 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.

5. The Occupational Health and Safety Act

In order 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:

- 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.
- 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.

6. 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.

TENDER AND DEPOSIT REQUIREMENTS

1. Tenders shall be enclosed in a sealed envelope marked in the lower left-hand corner "2024 Supply and Application of Dust Suppressants" and be addressed to:

Municipality of Dutton Dunwich 199 Currie Rd, Dutton, ON N0L IJ0
Attn: Public Works Department

2. Additional information may be obtained from

Murray Wickerson Manager of Roads and Facilities
199 Currie Rd, Dutton ON N0L 1J0
Telephone: 519-860-1543
mwickerson@duttondunwich.on.ca

3. Addendum(s) if any will be posted to the municipal website no less than 48 hours in advance of closing
4. A certified cheque made payable to the Municipality of Dutton Dunwich in the amount of 10% of the total tender must be submitted with the tender. The cheque of the unsuccessful bidders will be returned within 10 days of tender opening. The cheque of the successful bidder will be retained until Municipality's acceptance of the work.

Tenders not accompanied by a certified cheque will not be considered.

5. The Municipality shall notify the winning contractor in writing within 10 business days.
6. Tenders shall be opened and recorded publicly at 11:15am February 16, 2024. Bidders are welcome to attend the next regular council meeting at which the contract will be awarded.
7. The Contractor shall take out and keep in force until the date of acceptance of the entire work by the Municipality, 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 \$5,000,000.00 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 Municipality as an additional insured there under and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality 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 employees or agents during the execution of the contract and the Contractor shall forward a certified copy of the policy or certificate to the Municipality before the work is started.
8. Tenders shall be submitted on the tender form attached hereto and must be properly signed and witnessed or signed and sealed if the bidder is a corporation. **Tenders that are not witnessed or sealed with a corporate seal will not be considered.**
9. The bid must show the unit price, with the total for each section of the tender including all applicable taxes, as well as the total all-inclusive bid price including all applicable taxes.
10. Adjustments to the tender by telephone or fax will not be accepted. A bidder must withdraw or supersede his/her bid with a revised submission prior to the specified closing date/time.

11. Erasures, overwriting or strikeouts must be initialed by the person signing on behalf of the organization submitting the bid.
12. The Municipality reserves the right to reject any or all tender submissions in whole or in part without incurring any liability whatsoever.
13. The tender must be legible and tenders which are incomplete, unbalanced, conditional, or obscure, or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected as informal or void.
14. Any contractor shall provide a certificate of coverage from the Workplace Safety and Insurance Board prior to commencement of the work and/or prior to final payment being made for the work.
15. The work to be performed under this contract or any part thereof shall not be assigned nor sublet by the contractor without the written authority of the Manger of Roads and Facilities. No sub- contract shall, under any circumstances, relieve the contractor of its liabilities or obligations under this contract.
16. The contractor agrees to protect, indemnify, keep indemnified and save harmless the Municipality and its officers, servants and agents from and against all claims, demands, costs, actions, causes or actions, expenses, legal fees whatsoever which may be taken or made against them or any of them incurred or become payable by them or any of them for any loss, damage or injury, including death of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omissions including negligent acts or negligent omissions of the contractor in connection with the performance of this contract.
17. Any contractor must confirm that they have provided their staff with accessible customer service training, as required under the Accessible Customer Service Standard and that they can accommodate the needs of people of all abilities. The contractor must meet requirements of Ontario Regulation 429/07 and Ontario Regulation 191/11 with regard to training. Completion of the Municipality's Accessibility Regulations for Contracted Services form (Appendix 1) as approved by Council Resolution No: 2014.18.07 is required.
18. 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.
19. The Contractor shall be considered as the "Contractor" under the Occupational Health and Safety Act.
20. Notice of this project, as required by the Ministry of Labour, Section 213/91, and as per the Health and Safety Act of Ontario, will be filed, with the proper authorities prior to the start of this project by the Corporation. The successful contractor must adhere to all guidelines.

21. If the Contractor fails or neglects to commence or to execute the work diligently, and at a rate of progress that will ensure the entire completion of the work within a reasonable time or fail to observe and perform any of the provisions of this contract, the Municipality may notify the contractor to discontinue all work under the contract. The Municipality may then employ such means necessary to complete the work, and in such a case, the contractor shall have no claim for further payment in respect of work performed.

22. Field Testing

From time-to-time the Manager of Public Works and Facilities may take samples of product being delivered for testing purposes. The Manager 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 Directors discretion.

23. Bidders are informed that the Municipality accepts the bidder's submission in good faith and by doing so, if the successful bidder rejects the contract award or attempts to withdraw their bid after the opening date and time, the bidder shall then be liable for any or all costs incurred by the Municipality to award the contract to the next eligible bidder, the cost being the difference between the two bid submissions and any other costs incurred by the Municipality.

24. Delivery Conditions

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 Manager of Public Works and Facilities as per section 5.3 below.

The Contractor shall have sufficient resources to deliver a minimum of 4 truckloads per day at the request of the Manager of Public Works and Facilities, given 1 day advanced notice.

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.

25. Billing

The Contractor shall record each individual load on a separate bill of lading form.

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.

All bills of lading shall be signed by the driver and the Director of Public Works or designate.

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.

26. The Municipality shall pay the contractor within 30 days of receipt of the invoice.



Municipality of
Dutton Dunwich

Appendix 1 – Accessibility Regulations for Contracted Services

In accordance with the Ontario Regulation 429/07, Accessibility Standards for Customer Service and Ontario Regulation 191/11, the Integrated Accessibility Standards Regulation, the Municipality of Dutton Dunwich is required to train all third parties or persons who provide goods, services or facilities on behalf of the organization.

Contracted employees, third party employees, agents and others who deal with members of the public on behalf of the Municipality of Dutton Dunwich must meet requirements of Ontario Regulation 429/07 and Ontario Regulation 191/11 with regard to training.

Training for the aforementioned regulations can be accessed online at the following website addresses:

Serve-ability: Transforming Ontario's Customer Service

- <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>

Access Forward: Training for an Accessible Ontario

- <http://www.accessforward.ca/>

Ontario Human Rights Code

- <http://www.ohrc.on.ca/en/learning/working-together-code-and-aoda>

Contracted services suppliers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. The suppliers are to ensure that this information is available to the Treasurer or Human Resources any time.

I acknowledge the aforementioned accessibility regulations:

Company Name: _____

Date: _____

Authorized Official: _____ Signature

Title and Print Name