



Rideau Lakes

Tender DUST SUPPRESSANT

PW2022-2

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1.0 Interpretation/Definitions

In this document,

- a. **Bidder:** means any qualified person or contractor submitting a price for this tender.
- b. **Bid:** means the proposal as submitted and the related price.
- c. **Qualified Person:** means a person that has all the appropriate licences & training to operate the specified equipment. The person shall understand & be able to operate the equipment including all apparatus & controls in a safe, effective & efficient manner while completing the work.
- d. **Contractor:** means the person, partnership or corporation submitting a tender price to undertake work as specified.
- e. **Qualified contractor:** means a contractor who has applied for and been granted a rating or ratings in accordance with the Township qualification procedures.
- f. **Township:** means the Township of Rideau Lakes and its successors, assigns and "Owner". In this document it may be referred to as the Township.
- g. **Owner:** means the party to the Contract whom the Work is being performed.
- h. **Worker:** means a competent person that is trained, knowledgeable and capable of completing defined work at a productive rate deemed reasonable by the Roads Coordinator.
- i. **Specifications, the Special Provisions:** the "Instructions to Bidders", any other documents listed in the Tender and any Addenda thereto issued by the Township.
- j. **Business Day:** means any day which is not (i) a Saturday or a Sunday or (ii) a day observed as a holiday under the laws of the Province of Ontario or the federal laws of Canada applicable to the Province of Ontario.
- k. **Commercial Motor Vehicle:** is as defined under section 16 of the *Highway Traffic Act*, R.S.O. 1990, c.H.8, as amended.
- l. **Contract:** means this maintenance contract that defines the undertaking by the Township and the Contractor to perform their respective duties, responsibilities and obligations.
- m. **Non-qualified contract:** means a contract that is not tendered in accordance with the Township qualification procedures.
- n. **Qualified contract:** means a contract that is tendered in accordance with the qualification procedures administered by the Township.
- o. **Work:** means the total services required by the contract documents.
- p. **Working Area:** means all the lands/easements owned or acquired by the Township for the Work.

2.0 Information to Bidder

Inquiries During Tender Period

All inquiries relative to these Tender documents shall be directed to Dan Chant, Roads Coordinator at dchant@rideaulakes.ca or call 1-800-928-2250 Ext 227.

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

Bid Submission

The Bidder shall comply with the following instructions. Those failing to do so may be subject to disqualification.

Bids shall be made in the format specified in this section, include the forms in Section 4, and fully contemplate the Special Provisions for Tender outlined in Section 3.

The forms supplied by the Township **must** be used and are to be submitted **by email to:** dchant@rideaulakes.ca with the **Subject Line: 'PW2022-2'**. No sealed/hard copy submission is required.

Bids will be received until 11:00a.m. E.S.T., January 28, 2022. It is the Bidder's responsibility to ensure that the bid submission is received by the Township prior to the submission deadline.

All bids received will be held, unopened, and in strict confidence until after the closing date and time.

All entries must be clear and legible and made in ink. All items shall be bid according to any instructions in this document and with entries made for unit price, lump sum, extensions and totals as appropriate.

Tenders that are incomplete, conditional, illegible and obscure or have reservations, erasures, alterations, additions not called for, or irregularities of any kind may be rejected. Erasures, overwriting or strikeouts are to be initialed by the person signing for the Bidder.

The forms must be signed in the space provided by an authorized official of the Bidder. If a joint bid is submitted, it must be signed on behalf of each Bidder.

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

- Form "A" Contractor's Information Form
- Form "B" Occupational Health and Safety Statutory Declaration
- Form "C" Unit Price Bid Form
- Form "D" Declaration of Contract Offer
- Form "E" Tax Compliance Declaration
- Bid Deposit Cheque

Price Submission

The price shall include total costs, in Canadian Dollars. All prices in Form "C" Unit Bid Price Form shall not include HST.

Cost of Submission

The Township will not be liable nor reimburse any Bidder for any costs incurred in developing a submission, attending meetings/interviews, demonstrating the goods and or services, legal services, or any other services that may be required in responding to this Tender.

Alteration to Bid Submission

A tender price may be altered by submitting another Form "C" Unit Bid Price Form at any time, up to the specified time and date for the closing. The last Form "C" Unit Bid Price Form received shall supersede and invalidate all previously submitted by the Bidder.

Withdrawal of Bid Submission

A Bidder who has submitted a response to this Tender may request that such response be withdrawn. Withdrawals shall be completed and shall be allowed under the following conditions;

1. The Tender closing date and time has not passed. There shall be no withdrawals of submissions allowed after the closing date and time for receiving bids;

2. The request is made in writing on the Bidder's letterhead and signed by a senior official of the Bidder, and include his direct contact information; and
3. The request is made to the Roads Coordinator by email or by hand.

In all cases, a request for the withdrawal of a submission will be verified by the Township of Rideau Lakes, by way of a telephone call to the senior official representing the Bidder and making the request, to confirm the withdrawal.

All confirmed requests for withdrawal will be placed on record and the associated submission shall be given no further consideration. Tender prices withdrawn under this procedure shall not be reinstated.

Withdrawal of tender prices subsequent to the opening of the Tender or frequent refusal to accept work would be reviewed by the Township and may impact the Bidder's privilege to submit a Tender to provide services of this nature in the future.

Unbalanced Bids & Bids with Discrepancies

Bids that contain prices, which appear to be so unbalanced that they may adversely affect the interests of the Township, may be rejected; the Bid shall be a reasonable price for such Work.

Wherever the amount 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.

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.

Bidders with submissions that have been rejected by the Township, shall be notified of the reasons within 10 Days of the specified time and date for closing.

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.

Acceptance or Rejection of Service Tender Prices

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.

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

The Township shall not be liable for any costs, expense, loss or damage incurred, sustained or suffered by any Bidder prior to, 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.

The price shall be irrevocable for a period of thirty (30) days following the date of closing.

Cancellation of Tender

This Tender has been prepared with the intention of proceeding with acceptance of the lowest responsible price, 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 reserves the right to discontinue this Tender process and review at any time and not move forward with awarding a contract. This tender may be cancelled by the Township, upon 30 days written notice to all Bidders.

Tender Deposit

Each bid submission 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.

Release of Tender Deposit

The Tender Deposits of all Bidders except the low Bidder shall be returned within 10 Days of the tender closing.

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.

The successful Bidder's Tender Deposit shall be returned after the executed agreement and other applicable documents have been received by the Township.

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.

Security/Bonding Requirements (Successful Bidder Only)

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].**

If the Total Award Price to a successful bidder is **greater than \$25,000**, one of the following three (3) surety options shall be furnished by the Contractor prior to acceptance of the contract by the Township:

1. 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,
2. Two (2) Letters of Credit each equivalent to **25%** of the amount of the Total Tender Price,
3. Two (2) Certified Cheques each equivalent to **25%** of the amount of the Total Tender Price.

In the case of Option 1, the Payment Bond will be retained by the Township for 120 Days after Final Completion of the Work. For Options 2 and 3, one Letter of Credit or one Certified Cheque will be retained by the Township for 120 Days after Final Completion of the Work.

Tender Award Procedures

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

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

The successful Bidder shall deliver by hand or by mail within seven (7) days of receiving written notice, the following documents:

- ❖ Performance and Payment Bonding in the prescribed amount,
- ❖ Current Workplace Safety and Insurance Board Certificate of Clearance or Exemption Certificate with proof of self-insurance if granted independent status by WSIB.
- ❖ Satisfactory proof of Insurance in accordance with this Tender;

Following receipt of the properly executed documents, the Contractor will receive authority to proceed with the Work.

Performance Evaluation

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 everyday performance of the Work, quality assurance test(s), letters, and Written Instructions to the Contractor.

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.

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.

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 Tenders for a period of up to two years from the date the Tender was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

Insurance – Liability, Automotive and Non-Owned Automobile Insurance

Without in any way limiting the liability of any successful vendor, the vendor shall:

1. Maintain and keep in force during the term of the contract, General Liability Insurance protecting the contractor's liability, legal or assumed, under the contract for all claims arising from personal injury to members of the public, damage to property of public including loss of use of such property and the minimum insurance shall be \$5,000,000.00.
2. Maintain and keep in force during the term of the contract, automobile and non-owned automobile insurance on all vehicles used in connection with the work under this contract. Such insurance is to carry the minimum limit of \$2,000,000.00.
3. Maintain and keep in force during the term of the contract, Contractor's contingent liability insurance, covering the liability of the Contractor under this contract in respect to his sub-contractor's same limits as required in Clause (a).
4. Deposit with the Township of Rideau Lakes, before commencing any work under this contract, a certificate of insurance detailing the coverage and expiry date for all policies duly executed by

the insuring company stating that if said policies are cancelled or changed in any manner, sixty (60) days written notice of such change or cancellation will be given to the Corporation of the Township of Rideau Lakes, Clerk, Delta Ontario. The Township shall be shown as an additional insured.

Workplace Safety Insurance Act

Any successful vendor is required to comply with all the regulations of the Workplace Safety and Insurance Board (WSIB) in respect to the contract work and all persons employed on or in connection therewith, and shall furnish a Certificate of Clearance from the Board to the Township of Rideau Lakes, and maintain good standing with the WSIB throughout the contract period.

Contractor's Liability

Any successful vendor shall be liable for all injuries and/or death to persons and for damage to property caused by his/her operations and those of sub-contractors and their employees engaged on and off site; and shall indemnify and save harmless the Township of Rideau Lakes from all suits and actions for damages and costs to such damages to property of others as well as the Township, resulting from negligence, poor workmanship and materials, as well as any cause whatsoever in the performance of the work.

Terms of Payment and Invoices

The Township shall pay for the Work upon completion and receipt of an itemized invoice sent Dan Chant, Roads Coordinator, at the Township of Rideau Lakes, dchant@rideaulakes.ca . Generally, the Township of Rideau Lakes' terms of payment are net thirty (30) calendar days upon completion of work and receipt of invoice.

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.

3.0 Special Provisions for Tender

The Work

The work is to provide liquid dust suppressant as directed by the Township of Rideau Lakes' Roads Coordinator or Construction Supervisor. 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:

Liquid Magnesium Chloride meeting OPSS 506 and 2503

Liquid Calcium Chloride meeting OPSS 506 and 2501

The work may not be assigned or subcontracted in whole, or in part by the Contractor without prior written consent of the Roads Coordinator.

Location

The placement of dust suppressant is to be on Township roads as designated. The volume/litres will be determined by the Construction 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.**

Basis of Payment

Payment at the tender 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

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.

4.0 Submission Forms

**FORM "A" CONTRACTOR'S INFORMATION FORM
PW2022-2**

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

Address

Phone Number _____ Fax _____

Email

Name of Person Signing for Firm (please print)

Office of Person Signing for Firm

Signature

HST NO. _____

Dated at _____ this _____ day of _____, 2022.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER

**FORM "B" OCCUPATIONAL HEALTH AND SAFETY
STATUTORY DECLARATION
PW2022-2**

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 _____ 2022.

Authorized Signing Officer (please print)

Title

Signature

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**FORM "C" UNIT PRICE BID FORM
PW2022-2**

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

ITEM #	SPEC.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	NSSP	DUST SUPPRESSANT - liquid	Litres	500,000±		

ALL BID PRICES NOT TO INCLUDE HST.

*****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

Company Name: _____

Dated at _____ this _____ day of _____, 2022.

Bidder's Signature: _____

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**FORM "D" DECLARATION OF CONTRACT OFFER
PW2022-2**

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 _____, 2022.

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER

**FORM "E" TAX COMPLIANCE DECLARATION
PW2022-2**

I/We hereby certify that, _____ at the time of submitting this
(Legal Name of Company)

tender, is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Dated at _____ this _____ day of _____ 2022.

(An Authorized Signing Officer)

(Title)

THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER