



The Corporation of the Township of Brock

| Request for Tender | |
|---------------------------|---|
| Title | Dust Suppressant |
| Requirement | Supply of Labour and Equipment to apply approximately 800,000 litres of dust suppressant on approximately 265 km of road within the Township of Brock |
| Tender # | B2023-PW-05 |
| Issued By | Township of Brock 1 Cameron Street East, P.O. Box 10 Cannington, Ontario, Canada L0E 1E0 |
| Issue Date | February 17, 2023 |
| Tender Documents | Tender Documents may be obtained through the Township of Brock website at www.townshipofbrock.ca |
| Bidder Questions | Questions related to this Tender must be submitted to procurement@brock.ca |
| Deadline for Questions | The Township will respond to questions received by 4:30:00 p.m. ET on Monday, March 6, 2023. |
| Bid Delivery Location | Bids must be submitted in either hard copy to: Clerk's Department Township of Brock 1 Cameron Street East, P.O. Box 10 Cannington, ON L0E 1E0 Or electronic submission emailed to: procurement@brock.ca |
| Submission Deadline | Bids must be fully received by the Township by 2:00:00 PM ET on Thursday, March 9, 2023. |
| Public Opening | There will be no public opening of the Bids. |
| Contract Award | The Township anticipates that the contract will be awarded mid to late March 2023. |
| Contract Term | See Section A1 |

Township of Brock
Public Works Department
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Section A

Information to Bidders

A.1 Contract Duration

This Tender shall be in effect for a period effective one (1) year from April 1, 2023. The Township of Brock reserves the right to extend this contract on an annual basis for an additional two (2) years, provided that the Company's performance is satisfactory, and proposed pricing for each subsequent year is acceptable to the Township.

- The first contract term is tentatively scheduled from April 1, 2023 to December 31, 2023 (Year 1); and
- The second contract term is tentatively scheduled from April 1, 2024 to December 31, 2024 (Year 2)
- The third contract term is tentatively scheduled from April 1, 2025 to December 31, 2025 (Year 3)

The Township of Brock reserves the right to:

- Consider the 2023 rates offered by responsive, responsible companies of this quotation call for the remainder of the term in the event of contract cancellation or termination with a Company;
- Extend the contract period to the Company for a second term. The extension would start April 1, 2024 to December 31, 2024 based on their 2024 rates;
- Extend the contract period to the Company for a third term. The extension would start April 1, 2025 to December 31, 2025 based on their 2025 rates; and
- Not extend the contract period to the Company for a second term and consider the rates offered by responsive, responsible companies of this quotation call for a second term;

If in so doing the best interests of the Township of Brock will be served.

A.2 Pricing

Prices shall be held firm for the first year of the tender, with the Township of Brock having the option to extend the contract for two (2) additional annual terms. Should the contract be extended, the unit prices shall be adjusted by factoring the Consumer Price Index (CPI), All Items, Ontario as published by Statistics Canada, as published by two (2) months prior to contract end date.

A.3 Scope of Purchase

The Corporation of the Township of Brock invites submissions for the supply and application of approximately 800,000 litres of dust suppressant on approximately 265 km of roads within the Township of Brock.

OPSS 506 and OPSS.MUNI 100, General Conditions of Contract shall govern this Tender for all aspects of the supply and application of Liquid Calcium Chloride 35%, Magnesium Chloride 30% or approved equivalent (detailed specifications to be provided).

A.4 Delivery and Closing of Tenders

Bidders will note that Township Tender Forms must be used, and prices quoted shall cover all items outlined in the accompanying Specifications.

Tenders must be submitted in either hard copy to Clerk's Department, Township of Brock, 1 Cameron Street East., P.O. Box 10, Cannington, ON, L0E 1E0 or electronic submissions can be emailed to procurement@brock.ca. Tenders must be fully received by the Township by 2:00:00 p.m., ET on Thursday, March 9, 2023.

A.5 Tender Deposit

Upon award, the successful bidder shall provide a certified cheque made payable to the Township of Brock in the amount of \$5,000.00. The cheque shall be retained until the work is complete.

A.6 Awarding of Tender

The bidder agrees that the awarding of the Contract based on this Tender by the Township of Brock shall constitute an acceptance of this Tender and this Tender shall represent the formal Contract and Agreement between the Corporation of the Township of Brock and the bidder.

A.7 Acceptance or Rejection of Tender

The Township reserves the right to reject any or all bids or to award the Contract to other than the bidder submitting the lowest Tender, as in the Township of Brock's opinion may be in the best interest of the Township.

A.8 Disqualification of Tender

A Tender shall be disqualified if:

- (a) The Tender is received after the appointed time for the closing of bids.
- (b) The Tender is incomplete, illegible or obscure, or contains additions, qualifications, erasures or irregularities of any kind.
- (c) The Tender is received on other than the Tender Form supplied.

(d) The Tender is not properly signed and sealed.

A.9 Taxes

The quoted price is to include applicable Harmonized Sales Tax.

H.S.T. shall be shown separately on any invoice or statement. The Bidder shall supply his/her H.S.T. registration number.

A.10 Fuel Taxes

The Bidder shall pay all taxes under existing legislation on all fuels used by the Company in the performance of the contract. The Bidder undertakes not to make any claims for refund of taxes paid by him or any Sub-Bidder and acknowledges that no refund of tax shall be granted to him or to any Sub-Bidder on any fuel for any purpose whatsoever in performance of the contract unless such refund is specifically authorized under existing legislation.

A.11 Liability Insurance

The Bidder shall continuously maintain throughout the term of the Contract and pay the following insurance coverage:

- Commercial General Liability insurance including personal injury, broad form Contractual liability, owner and Bidders protective, completed operations, and non-owned automotive liability in an amount of not less than two million dollars(\$2,000,000.00) applying to all Contracts for claims arising out of one occurrence and
- Automobile Liability insurance in respect to licensed vehicles owned and/or leased with limits of not less than two million dollars (\$2,000,000.00).

Both policies shall include the Township of Brock as an additional insured in respect of all operations performed by or on behalf of the Bidder in relation to the Contract requirements and be endorsed to provide the owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverages.

- The Bidder shall provide an updated Certificate of Insurance by not later than thirty (30) days prior to the expiry date of any required coverage. Notwithstanding this provision, where any required insurance coverage is due to expire within thirty (30) days, the Bidder shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the Township.
- Failure to provide the required insurance certificates within ten (10) business days of the Township's written request and continuously maintain the required insurance coverage throughout the entire term of the Contract will constitute a default by the Consultant/Company. **Evidence of the required coverage shall be provided prior to the award of this Tender.**

A.12 Indemnity

The Bidder hereby indemnifies and save harmless the Township of Brock against any and all claims and/or liability arising out of any personal injury, death or property damage resulting from or arising out of any act or omission on the part of the Bidder or any of his servants or agents during the execution of the Contract including without limitation the cost of defending against such claims.

A.13 Workplace Safety and Insurance Board Compensation

The Bidder shall furnish the Township with a current Workplace Safety and Insurance Board Clearance Certificate.

Workplace Safety and Insurance Board coverage is required regardless if the Bidder is sole owner and operator.

A.14 Bidders to Investigate

The Bidder warrants by his/her Tender that he/she has visited the work site and made his/her assessment of facilities and difficulties to be encountered.

A.15 Health and Safety

The Bidder shall demonstrate the establishment and maintenance of a health and safety program with objective and standards in compliance with applicable legislation and municipal policy by providing a Corporate Health and Safety Policy and applicable Safe Work Procedures.

The Bidder shall ensure that workers in their employ are aware of hazardous conditions and substances in the workplace and are wearing the proper protective equipment.

The Bidder shall acknowledge that health and safety provisions are included at the management level to ensure high standard of health and safety.

The Bidder shall make themselves aware and have an understanding of the Township of Brock's Health and Safety Policy.

A.16 Invoicing and Payment

The Township will issue payment for the work within 30 calendar days from the Township's receipt of a proper invoice for accepted work. Invoices must be submitted to the Township of Brock, 1 Cameron Street East, P.O. Box 10, Cannington, ON, L0E 1E0 to the attention of Accounts Payable quoting the purchase order number provided by the Township. In the alternative to mailing an invoice, an electronic invoice may be submitted to ap@brock.ca. Invoices must include the Contractor's HST number.

A.17 Contents of Submission

The Tender response submission will include the following information only and shall be submitted in the sequence provided:

- I. Completed Schedule 1 - Form of Tender
- II. Completed Schedule 2 - Pricing Schedule
- III. Completed Schedule 3 – Ability and Experience Form
- IV. Current Material Safety Data Sheet

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Section B
General Conditions

B.1 Regulations

The Bidder shall abide by all Acts, By-laws and Regulations relative to the performance of the work.

B.2 Director of Public Works

Means the Director of Public Works of the Municipality or such person as may be authorized by the Council to act on their behalf in any particular capacity.

B.3 Payment

Payment shall be construed to include all labour, equipment, maintenance and fuel to carry out the described work.

All work shall be approved by a representative of the Township prior to payment for work performed.

All moving and start up costs are to be included in the unit price bid.

B.4 Non-Fulfillment of Contract

If the Bidder fails or neglects to commence or to carry out the work diligently and at a rate that in the opinion of the Director of Public Works or Supervisor of Operations will ensure the entire completion of the project within the time limit, or should the Bidder default in the completion of the work within the scheduled time, or the method of operation is unsatisfactory, the Director of Public Works or Supervisor of Operations may notify the Bidder in writing to discontinue all work under the Tender, and the Township of Brock may then employ such means as it may deem necessary to complete the work, and in such case the Bidder shall have no claim against the Township of Brock for any loss or damage caused by, or resulting from the work being taken out of the control of the Bidder.

The Bidder shall forfeit his/her Tender Deposit in the event of such action by the Township.

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Schedule 1
Form of Tender

The Township of Brock requests Tenders to be submitted for the supply and application of approximately 800,000 litres of dust suppressant on approximately 265 km of roads within the Township of Brock.

The Contractor has carefully examined the provisions, 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 specifications and conditions and, for the prices set forth in this Tender, thereby offers to furnish all machinery, tools, materials, apparatus and other means of construction, to complete the work in strict accordance with the provisions, specifications and conditions attached to this Tender.

The Contractor agrees:

1. The quantity of 35% Calcium Chloride or 30% Magnesium Chloride or approved equivalent to be supplied is only approximate and is subject to increase or decrease with no alteration of the unit prices quoted in Schedule 2 – Pricing. The quantity for an approved equivalent product shall be established by the supplier for application rates that meet or exceed the performance of calcium chloride or magnesium chloride. The requirement of a second application will be determined by and be at the discretion of the Public Works Department. In addition, some locations will require a double application of dust suppressant during the gravelling program for base stabilization.
2. Delivery of the bulk of the material shall commence on or about April 24, 2023 unless road and/or weather conditions dictate otherwise. This will be determined by the Public Works Department.
3. The contractor must be able to provide up to six (6) loads per day (each load being approximately 30,000 litres) within 24-hour response time. Tandem loads may also be required for subdivisions and dead ends and must be available within 24-hour response time.
4. All billing and delivery slips must be in litres.
5. A current product Material Safety Data Sheet shall accompany the tender submission.
6. That the quoted price includes the provision of all necessary equipment, materials and personnel and the Contractor covenants that his/her personnel are competent, properly trained and familiar with the Occupational Health and Safety Act.

7. That his/her firm will agree to take responsibility for any health and safety violations as well as the cost to defend such charges as a result of any violation.
8. That his/her personnel is covered by Workers Safety and Insurance Board Compensation.
9. That he/she/it has commercial general liability insurance coverage and automobile liability insurance, both in the amount of two million dollars (\$2,000,000.00) and that the Corporation of the Township of Brock is named as an 'Additional Insured Name' for the purpose of completing the works described hereto and the Contractor agrees to provide proof of insurance upon acceptance of the Tender by the Township.

DATE: _____

SIGNED: _____

Per Company

Name – Please Print

Position Held – Please Print

NOTE: If the bidder is a limited company, then this offer must be signed by the signing Officers and the corporate seal affixed.

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**Schedule 2
Pricing Schedule**

| Item Number | Item Description | Estimated Quantity (L) | Unit Price | Total |
|-------------|--|------------------------|------------|-------|
| 1 | Liquid Calcium Chloride - 35% | 800,000 | | |
| 2 | Magnesium Chloride - 30% | 800,000 | | |
| 3 | Approved Equivalent – OPSS 506.04.01 Specify: | Specify: | | |

Sub Total \$ _____

H.S.T. \$ _____

Total Tender Amount \$ _____

Company Name

Address and Postal Code

Telephone Number

Email Address

Signature – Per Company

Name and Title – Please Print

NOTE: If the bidder is a limited company, then this offer must be signed by the signing Officers and the corporate seal affixed.

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Schedule 3
Ability and Experience Form

The Bidder shall provide three (3) separate customers **other than the Township of Brock** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

| | |
|---|--|
| Reference #1 | |
| Customer | |
| Contact Name & Phone Number | |
| Date of Purchase | |
| Description of Goods or Services Provided | |

| | |
|---|--|
| Reference #2 | |
| Customer | |
| Contact Name & Phone Number | |
| Date of Purchase | |
| Description of Goods or Services Provided | |

| | |
|---|--|
| Reference #3 | |
| Customer | |
| Contact Name & Phone Number | |
| Date of Purchase | |
| Description of Goods or Services Provided | |

Reference Release Form

I _____ (authorized signatory for the submitting firm) authorize the Township of Brock to contact the person and organization listed on the Ability and Experience Form, for the purpose of obtaining information relating to the bidder.

The Township of Brock reserves the right to call references if, in its sole discretion, finds a need to do so.

The Township of Brock reserves the right to check other references than listed therein.