



REQUEST FOR TENDER

Contract No. 2024-001

Supply, Delivery & Application of 35% Liquid Calcium Chloride

Tender governed by OPSS 2501, 506

Tender Closing Date & Time:	May 1, 2024 at 4:00 pm
Tender Opening Date, Time & Location:	May 1, 2024 at 4:05 pm Municipality of Huron Shores Council Chambers 7 Bridge Street, Iron Bridge
Contact Person	Kevin Ravnaas Public Works Superintendent 7 Bridge Street Telephone: (705) 843-2033 Facsimile: (705) 843-2035

(Lowest or any tender not necessarily accepted)

SCOPE OF WORK

The Municipality of Huron Shores (herein after referred to as the Municipality) is requesting Tenders for the:

Supply, Delivery & Application of 35% Liquid Calcium Chloride

This is a multi-year contract based on performance.

INFORMATION TO TENDERERS

1) Submission Deadlines and Methods

All submissions for responding to this request must be submitted to our office, as stated below, no later than Wednesday, May 1, 2024 at 4:00 p.m.

Tenders will be received at the publicworks@huronshores.ca email address or received in a sealed envelope at the Municipality of Huron Shores, 7 Bridge Street, P.O. Box 460, Iron Bridge, Ontario, until 4:00 p.n. local time on the advertised closing date.

All submissions must be clearly marked with the name and address of the bidder, the contract number and the project title. The use of the mail for delivery of a tender will be at the risk of the tenderer.

Each tender shall include the "Information to Tenderers" and a completed "Form of Tender", together with any further forms or sheets which the tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with this tender.

2) Submission Questions and Clarifications

You may contact the following Person if you have any questions or require clarification on any topics covered in this Request for Tender. The Deadline for Questions and Clarifications is Monday, April 22, 2024, by 4:30 pm local time. The delivery address to be used for all submissions is:

Kevin Ravnaas, Public Works Superintendent
7 Bridge Street
P.O. Box 460
Iron Bridge, ON
P0R 1H0
Email: publicworks@huronshores.ca
Phone: 705-843-2033(w) 705-542-6053(c)

3) Submission Opening

Tenders will be publicly opened and recorded on May 1, 2024, at 4:05 pm local time at the Municipal Office. Staff will review the proposal and the successful bidder will be presented at the next Council Meeting.

4) Amendment and Withdrawal of Submission

Requests for withdrawal of a submission shall be allowed if the request is made before the closing time for the contract to which it applies. Requests shall be directed to the Contact Person in writing by letter or email, by a Senior Official of the company, with a signed withdrawal confirming the details. Telephone requests shall not be considered. The withdrawal of a tender does not disqualify a Bidder from submitting another tender on the same contract.

5) Addendums

The Municipality may, at its discretion, amend or supplement the documents for this request by addendum at any time prior to the closing date for receipt of Tenders.

Changes to the requested documents shall be made by ADDENDUM ONLY. Such changes made by addendum shall be supplementary to and an integral part of the request. All addendums must be signed and included in the final submission acknowledging all addenda issued by the Municipality. While the Municipality will endeavor to provide notification of the issuance of an addendum to prospective Bidders, the Municipality assumes no liability for the notification, and it is the responsibility of each Bidder to monitor and determine whether any addenda have been issued by the Municipality.

6) Omissions, Discrepancies and Interpretations

The Municipality will not be held liable for any errors or omissions in any part of this Request. The information contained herein is supplied solely as a guideline for responding Bidders. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the Request is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Request. Should the Municipality be contacted, no oral explanation or interpretation will modify any of the requirements or provisions of the proposal documents.

Should a tenderer find omissions from or discrepancies in any of the tender documents or should he/she be in doubt as to the meaning of any part of such documents, he/she shall notify the Public Works Superintendent, preferably in writing and not later than four days before the closing date for tenders. If the Public Works Superintendent considers that a correction, explanation or interpretation is necessary or desirable, an Addendum will be listed on the Municipal Website, under Bids and Tenders (<https://huronshores.ca/business-directory/bids-and-tenders/>).

7) Quantities are Estimated

The quantities shown for unit price items in the "Form of Tender" are estimates only and are for the sole purpose of establishing a dollar amount based on the unit price.

For any work done or materials supplied on a unit price basis, the Contractor will be paid for the actual measured quantities at the respective unit prices tendered.

8) Right to Accept or Reject Tenders

The Municipality shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by any tenderer prior or subsequent to or by reason of the acceptance or the non-acceptance by the Municipality of any tenderer or by reason of any relay in the acceptance of a contract being prepared and executed. The Municipality reserves the right to reject any or all tenders and to waive formalities, as the interests of the Municipality may require, without stating the reasons and the lowest or any tender will not necessarily be accepted.

9) Agreement and Contract Execution

If the successful tenderer fails to provide the Municipality, within the ten-day period, the executed agreement, together with requirements as specified within, the Municipality may accept another tender, advertise for new tenders, negotiate a contract or not accept any tender, as the Municipality may deem advisable.

10) Provincial and Federal Taxes (HST)

Tenders shall include applicable HST. This tax shall be shown separately from the unit price. The proponent shall include with the executed documents, at the time of submission, on company letterhead, notification to the Municipality of their HST Registration Number (if any).

11) Workplace Safety and Insurance Board (WSIB)

Prior to the commencement of any work herein and throughout the term of the contract, the successful tenderer shall provide the Municipality with a current WSIB Clearance Certificate within ten (10) days of contract award, and then annually on the anniversary date of the contract. The successful proponent shall maintain it in good standing and shall provide the Municipality with current Certificates of Clearance when requested.

12) Occupational Health and Safety

For the purposes of the Occupational Health and Safety Act, the successful tenderer is considered to be the "constructor" as defined in the Act. It is specifically drawn to the attention of the tenderer that the Occupational Health and Safety Act provides, in addition to other things:

- a) THAT the measures and procedures prescribed by this Act and the regulations are carried out on the project;
- b) THAT every employer and every worker performing work on the project complies with this Act and regulations; and
- c) THAT the health and safety of workers on the project is protected.

13) Insurance

The successful Bidder will, throughout the term of the contract, obtain and maintain in force a General Liability Insurance of not less than \$5,000,000 (per occurrence) inclusive, to indemnify and hold harmless the Municipality of Huron Shores against any liability for property damage or personal injury, including death which may arise from the Bidder's operations under this contract; and /or the successful Bidder will be required to provide Professional Liability Insurance coverage in the amount of not less than \$5,000,000.00 per occurrence.

The successful Bidder will be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecution of the works, or any of his/her operations, caused by reason of the existence or location or condition of works, or of any materials, plant, or machinery used therein or which may happen by reason thereof or arising from any failure, neglect or omission on his/her part, or on the part of any of his/her employees to do or perform any or all of the several acts or things required to be done by him/her or them under this agreement and by these conditions and covenants and agrees to hold the Corporation of the Municipality of Huron Shores harmless, and indemnified for all such damages and claims for damage.

14) Additional Work

All unforeseen and or additional work to be performed by the contractor must be approved by the Public Works Superintendent (or designate), prior to the commencement of the work. All additional work, of similar nature to this contract, shall be charged at the contract unit price.

15) Assumptions and Constraints

The successful Bidder will employ only orderly, competent, and skillful employees to ensure that the services are carried out in a confidential, respectable, and efficient manner.

The successful Bidder will ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, municipal, provincial, and/or federal legislation.

The successful Bidder and its employees may have access to information confidential to the Municipality. This information may include, but is not limited to, terms of this agreement, business methods and systems, contractual terms, pricing, personal information, etc. subject to disclosure by force of law, the successful Bidder agrees that it and its employees who have access to this information will not either during the term of the agreement or at any time thereafter reveal to any third party any of this confidential information or use in any way, whether on the successful Bidder's behalf or on behalf of any third party, any such information. The information, reports, documentation, plans, etc. that are a product of this award by the successful Bidder, will become the exclusive property of the Municipality of Huron Shores.

16) Method of Payment

Payment shall be made upon receipt of invoice following the receipt of the project (Net sixty (60) days) with completion of the work to the satisfaction of the Municipality.

17) Contract Term

The Contract will be for a term of five (5) years from the date of award of this tender, subject to the following conditions.

- a) The Municipality may terminate the contract upon thirty (30) calendar days notice to the vendor at the end of the Municipality's fiscal period in any year if the Municipality does not allocate funds needed to make payments beyond that fiscal period, or if operational change results in the service no longer being required. The Municipality's fiscal period is January 1 to December 31. Such termination will be without penalty, damages or liability except for any outstanding payments.
- b) The Municipality reserves the right to adjust quantities or services in response to changes in need or additional requirements. The tender unit price will be firm for the initial term of two years at minimum, subject to adjustments that may be negotiated as a result of any such changes.
- c) The award will carry a further cancellation clause that can be exercised by the Township upon five (5) calendar days notice. Such cancellation would be the result of uncorrected service or quality defects as deemed by the Municipality. Please note that multiple occurrences will not be tolerated and will be potential grounds for termination.

18) Anticipated Start Date

The anticipated start date for this contract will be June 3, 2024.

19) Contract Completion Date

The Contractor shall complete the work by September 15 of each year. The Municipality will consider extending the deadline with the approval of the Public Works Superintendent, or designate.

20) Delivery

All delivery costs shall be included in the unit price, where required.

21) Non-Performance

Supply of product is to be on an as needed basis. The Municipality of Huron Shores staff will provide no less than 48-hour notice to the Contractor, subject to weather conditions. Any damages resulting from failure to supply the product as required will be the responsibility of the Contractor.

PRODUCT SPECIFICATIONS

- A) For Liquid Calcium Chloride – Minimum 35% by weight of Calcium.
- B) All service tankers with the ability to carry 13,000+ Litres of 35% solution must have compartments within tank (Baffles).
- C) All application equipment must have full-pressure distributing pumping systems (OPSS 506).
- D) All application equipment must have the ability to apply an 8ft, 10ft, and 12ft spray pattern at all times.
- E) Have the ability to service the Municipality with a minimum of 48,000 liters of 35% solution/week.
- F) A Calcium Chloride Conversion Table must be provided and labelled by the manufacturer.
- G) Tender Price is the 1 (one) price per flake tonne which includes transportation, application, weather delay, transfer of product, and any other instances that may arise.
- H) All application equipment must have the ability to empty out 99.5% of product (less than 0.5% of heel remaining in tank).
- I) Weight slips of each load provided upon delivery.

FORM OF AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 2024.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF HURON SHORES,
hereinafter called the "Municipality" for the FIRST PART

- and -

(Name of Contractor)

hereinafter called the "Contractor" of the SECOND PART

WITNESSETH that the "Contractor" for and in consideration of the payment provided herein to be made to the "Contractor" by the "Municipality", shall supply all labour, materials and equipment required to perform the work as described in

CONTRACT No. 2024-001: Supply, Delivery & Application of 35% Liquid Calcium Chloride

In accordance with the accompanying "Information to Tenderers" and "Form of Tender", all of which form part of this agreement.

WITNESSETH that the "Municipality" agrees:

1. To provide the "Contractor" with access to its land to such extent as may be necessary for the performance of the work under this contract; and
2. To pay the "Contractor" as set forth in the "Information to Tenderers" of this Contract.

IN WITNESS WHEREOF the "Contractor" and the "Municipality" have respectively affixes their corporate seals and the hands of their proper officers on the day and year first above written.

SIGNED, SEALED and DELIVERED in the Presence of:

"CONTRACTOR"

THE CORPORATION OF THE
MUNICIPALITY OF HURON SHORES

Contractor

Mayor

Witness

CAO/Clerk

FORM OF TENDER

I/We the undersigned acknowledge receipt of and having carefully examined the Request for Tender and hereby offer to submit this Tender in accordance with, and as required by the said documents at the price set forth in **Schedule 'A'** hereto.

I/We understand and accept that the prices set forth in this Tender Form include full compensation to furnish all labour, equipment, materials and supplies and transportation necessary or incidental to completing the work in strict accordance with said documents.

I/We understand that this Agreement terminates in the event that I/We fail to perform the work to the satisfaction of the Municipality. I/We understand that the lowest or any Tender will not necessarily be accepted and that TO BE CONSIDERED, Tender Forms must be in the Municipal Office by the Submission Deadlines and Methods.

I/We understand and accept that the quantities shown are approximate only and are subject to increase or decrease, or deletion entirely if not found to be required.

Notification of acceptance may be given and delivery of the "Form of Agreement" made by prepaid post, addressed to the Tenderer at the address contained in this Tender.

The Bidder declares:

- This proposal is made without any connection, comparison of figures or arrangements with or knowledge of any other Municipality, Firm or person making a proposal for the same service and is in all respect fair and without collusion or fraud.
- The content and requirements of this proposal document have been read and understood.
- All prices are quoted in Canadian Funds.

Name and Address of the Bidder

Phone: _____ Fax: _____

Email: _____

Signed this ____ day of _____, 2024.

Print – Name & Title

Person with authority to bind Company

Schedule 'A'

**Project Description:
Supply, Delivery & Application of 35% Liquid Calcium Chloride**

I, _____, do hereby submit the following bid price
(Name of Company)

to perform the related work as outlined in the Tender.

Year	Item Description	Unit	Quantity In Liquid	Unit Price	Total Price
2024 & 2025	Liquid Calcium Chloride, 35% as per OPSS 2501, 506 and SP	Liters	400,000		
				Subtotal	
				HST	
				Total	

Year	Item Description	Unit	Quantity In Liquid	Unit Price	Total Price
2026	Liquid Calcium Chloride, 35% as per OPSS 2501, 506 and SP	Liters	400,000		
				Subtotal	
				HST	
				Total	

Year	Item Description	Unit	Quantity In Liquid	Unit Price	Total Price
2027	Liquid Calcium Chloride, 35% as per OPSS 2501, 506 and SP	Liters	400,000		
				Subtotal	
				HST	
				Total	

Year	Item Description	Unit	Quantity In Liquid	Unit Price	Total Price
2028	Liquid Calcium Chloride, 35% as per OPSS 2501, 506 and SP	Liters	400,000		
				Subtotal	
				HST	
				Total	