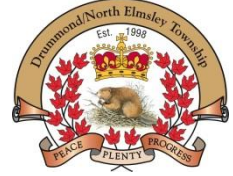


The Corporation of the Township of Drummond/North Elmsley



R.R. #5
310 Port Elmsley Road
Perth, Ontario
K7H 3C7

Phone: (613) 267-6500
Fax: (613) 267-2083
Email: scameron@dnetownship.ca
Website: www.dnetownship.ca

TENDER NUMBER 2022-004

**DUST SUPPRESSANT
AT VARIOUS LOCATIONS THROUGHOUT THE TOWNSHIP**

Please use ink

Name of Company (Contractor)

Address

Telephone Number

Name of Person Signing for Firm

TENDER CLOSING DATE: March 24, 2022 at 10:30 am

Tenders Received by:

Scott Cameron, CET
Manager of Public Works
Township of Drummond/North Elmsley
310 Port Elmsley Rd.
Perth, ON K7H 3C7
Telephone: (613) 267-6500 Ext 250

TENDER INFORMATION FORM

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Tender Information Form

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GENERAL REQUIREMENTS AND INFORMATION TO BIDDERS

1.0 INTERPRETATION

In this document,

- 1.1 "Tender Documents" include the Tender, the General Conditions of contract, the Supplemental General Conditions of Contract, the Specifications, the Special Provisions, the Contract Road Location Map, the "Instructions for Tenderers", any other documents listed in the Tender and any Addenda thereto issued by the Township of Drummond/North Elmsley.

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 Drummond/North Elmsley must be used and submitted clearly marked with the following:

Tender No. 2022-004

Scott Cameron, CET
Manager of Public Works
Township of Drummond/North Elmsley
310 Port Elmsley Rd.
Perth, ON K7H 3C7

before **10:30 am March 24, 2022**. Bids must be in hard copy form.

- 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 which 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 strikeouts 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) Tender Information Form
 - b) Unit Price Bid Form
 - c) Declaration of Contract Offer
 - d) Occupational Health and Safety Declaration

- 3.7 The Contractor shall submit the following completed forms within 7 Days of receiving notification that it is the successful Bidder:
- a) Insurance Form (Schedule A)
 - b) Workplace Safety and Insurance Board Certificate of Clearance
- or
Exemption Certificate with proof of self- insurance if granted independent status by WSIB.

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 **Manager of Public Works**, who will mark thereon the time and date of receipt and will place the letter in the tender box. Facsimiles or telephone calls shall not be accepted.

6.0 UNBALANCED BIDS

- 6.1 Bids that contain prices which appear to be so unbalanced that they may adversely affect the interests of the Township of Drummond/North Elmsley 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 of Drummond/North Elmsley 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.
- 7.2 Bidders whose Bids have been rejected by the Township of Drummond/North Elmsley 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 Manager of Public Works: scameron@dnetownship.ca.

No information provided orally by the Township of Drummond/North Elmsley shall be binding nor shall it alter the requirements in any way.

10.0 ACCEPTANCE OR REJECTIONS OF BIDS

- 10.1 The Township of Drummond/North Elmsley 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 of Drummond/North Elmsley may require without stating reasons. Therefore, the lowest or any Bid may not necessarily be accepted.
- 10.2 The Township of Drummond/North Elmsley 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 Drummond/North Elmsley of any Bid, or by reason of any delay in the acceptance of a Bid, unless as specifically provided in the Tender Documents.
- 10.3 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 of Drummond/North Elmsley may be unable to award this tender. The bidders agree to save harmless, the Township of Drummond/North Elmsley from any or all claims for monetary or any other types of compensation by the bidder if this tender cannot be awarded.

12.0 CONTRACT AWARD PROCEDURES

- 12.1 The Township of Drummond/North Elmsley 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 and email 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 Form (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.
- 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 SECURITY/BONDING REQUIREMENTS (Successful Bidder Only)

13.1 **The Contractor will be required to submit a Letter of Credit or a Certified Cheque in the amount of \$5,000.**

13.2 The Security will be retained by the Township of Drummond/North Elmsley for 30 Days after Final Completion of the Work.

14.0 PERFORMANCE EVALUATION

14.1 The Township of Drummond/North Elmsley 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)
- e) Environmental Compliance (if applicable)
- f) Ability to Communicate (English Essential)

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.

14.2 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.

14.3 Once an objection is received, the Contract Administrator 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.

14.4 If the Contractor is evaluated as very poor or below average in three categories or very poor in two areas, the Manager of Public Works may disqualify the Contractor from Bidding on Township of Drummond/North Elmsley 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.

15.0 PAYMENT TERMS

15.1 The Township of Drummond/North Elmsley shall pay for the Work upon completion and receipt of an itemized invoice, sent in by the Contractor to the Township of Drummond/North Elmsley Attention: Manager of Public Works. The Township of Drummond/North Elmsley standard payment term is net

thirty (30) days from receipt of invoice.

15.2 HST will be paid where applicable

15.3 The Township of Drummond/North Elmsley may hold back 10% of each invoice or until such time proof of material quality and specification is provided to the Manager of Public Works by the Contractor. The Township, at its own expense, reserves the right to have the material tested at an independent Laboratory.

16. **DURATION OF CONTRACT**

The Term of the contract shall be from 1 May 2022 to 30 April 2023. The actual Work shall be completed prior to the end of June 2022.

17. **OPTIONAL CONTRACT EXTENSION**

When mutually agreeable between parties, the Contract may be renewed under the same or similar terms and conditions for successive one (1) year periods which will be in effect for not more than two (2) years. The total length of Contract resulting from the award of Tender will not exceed three (3) years.

18. **CONSUMER PRICE INDEX**

If the Contract Extension Option is agreed to, unit costs will be adjusted on the anniversary date of the Contract for the extension period. The increase in unit costs will be negotiated to reflect changes in pricing for CPI and Fuel. CPI increase will be equal to 100% of the increase set out in the Statistics Canada Consumer Price Index (CPI) (for all items-Ontario) as published for the previous 12-month period.

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:

TENDER NO. 2022-004

ITEM #	SPEC.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	NSSP	DUST SUPPRESANT - liquid	litres	320,000		

NOTE: The Township may, at its discretion, award items on an individual basis based on the best interest of the taxpayers of the Township. The work specified in the Contract will be performed in strict accordance with the following Provisions, Plans, Specifications and Conditions for CONTRACT NO. 2022-004

SCHEDULE OF PROVISION, PLANS, STANDARD DRAWINGS, SPECIFICATIONS AND GENERAL CONDITIONS

- A. Special Provisions:
 - a) Liquidated Damages for Contract 2022-004 attached.
- B. Supplemental Specification: The product known as SOLNAT will be acceptable for this Contract for Item 1. Application rates shall be no less than 1.8 litres per square meter.
- C. Standard Specifications:

SPEC. #	DATE	SPEC. #	DATE	SPEC. #	DATE
OPSS 506	Nov. 2013				
OPSS 2501	Nov. 2013				
OPSS 2503	Nov. 2013				

DECLARATION OF CONTRACT OFFER

TENDER FOR CONTRACT NO. 2022-004

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. The Contractor understands and accepts 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 this 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, without any collusive arrangement or agreement with any other person, partnership or corporation.

The Bidder expressly represents that s/he is not party or privy to any deceit intending to mislead the Township of Drummond/North Elmsley into accepting this Bid as a truly competitive Bid, whether to the prejudice, injury or benefit of the Township of Drummond/North Elmsley.

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; Position Seal where Applicable

Clerk signs here

**CONTRACTOR'S INFORMATION SHEET
TENDER NO. 2022-004**

The Township of Drummond/North Elmsley is obligated to ensure that the Work completed by the Contractor is undertaken in a safe manner. Before awarding this Contract, the Township of Drummond/North Elmsley 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 Township 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 Township. If necessary, the Township 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 Township shall not increase the Bid price.

Attach a separate sheet if insufficient room to respond.

SAFETY PLAN

- 1) What training will be provided to staff before and during the Contract (personnel and equipment)?
- 2) What is your procedure when an accident occurs (vehicle or personal)?
- 3) What safety equipment will the employees wear (e.g., safety vest, safety boots) and when?
- 4) What calibration equipment and equipment calibration do you do to ensure proper application of the material in this Contract?

Dated at _____ this _____ day of _____, 2022.

(Signature of an authorized signing officer) (Name and Title of authorized signing officer)

Phone Number

OCCUPATIONAL HEALTH AND SAFETY

STATUTORY DECLARATION

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").

Note: This OHS Act requirement for item (a) does not apply to employers with 5 or less employees.

- (b) With respect to the services being offered in this proposal, I/We and our proposed subcontractors, acknowledge the responsibility to, and shall:
- (i) fulfil all of the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.
 - (ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and
 - (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.
 - (iv) ensure all work is carried out in accordance with the Occupational Health and Safety Legislation.
- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at _____ this _____ day of _____ 2022.

(Authorized Signing Officer)

(Title)

(Phone Number)

Schedule A

Certificate of Insurance

Contract 2022-004

It is certified that insurance as described below has been arranged for the insured name herein on whose behalf this certificate is executed, and we hereby certify that such insurances are in full force and effect. If said insurance is cancelled or changed during its term in such a manner as to affect this Certificate, written notice of such change or cancellation will be given by letter.

Insured Name: _____

Address: _____

Type & Insurer: _____

General Liability:

The Contractor shall maintain a policy of general liability insurance having limits of not less than **\$2,000,000.00** inclusive per occurrence for bodily injury, death and damage to property. The general liability policy shall include The Township of Drummond/North Elmsley as an additional insured.

Policy No. _____ Effective Date: _____

Expiration: _____ Limits of Liability: _____

Motor Vehicle: The Contractor shall maintain a policy of motor vehicle liability insurance for both owned and non-owned licensed vehicles having limits of not less than **\$2,000,000.00** inclusive per occurrence for bodily injury, death and damage to property.

Policy No. _____ Effective Date: _____

Expiration: _____ Limits of Liability: _____

Signature: _____
Insurance Company Officer (Broker or agent's signature not acceptable)

NOTE: The following shall be added to the General Liability Insurance Certificate:

"The Township of Drummond/North Elmsley, is hereby named as an additional insured but only in respect of and for the duration of the services to be performed under this agreement and shall contain a cross liability clause endorsement.

**SPECIAL PROVISIONS
CONTRACT NO. 2022-004**

ITEM 1 - DUST SUPPRESSANT - liquid

Scope

The work is to provide liquid dust suppressant throughout the Township, as directed by the Manager of Public Works for the municipality. It consists of loading, delivering and placing the liquid using properly calibrated tanker type equipment. The material supplied shall be a calcium chloride or a calcium chloride-based brine solution with a total chloride content of 33-35 %.

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 litre 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

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 Township. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Township will suffer in the event of and by reason of such delay, the parties hereto agree that the Contractor will pay to the Township the sum of **\$ 500.00** as liquidated damages for each and every 24-hour delay in finishing the dust suppressant placement when requested.

Failure to supply an electronically calibrated and operational delivery unit capable of variable rates of application. **\$500.00** per occurrence.