



TENDER 2024-5

**SEALED REQUEST FOR PROPOSALS FOR THE
SUPPLY AND APPLICATION OF
LIQUID DUST SUPPRESSANT**

FOR

6 MUNICIPALITIES WITHIN THE COUNTY OF OXFORD

**CLOSING DATE: THURSDAY, JUNE 27TH, 2024 AT 11:00 A.M.
LOCAL TIME**

ATTENTION:

ADAM PROUSE

WORKS SUPERINTENDENT

TOWNSHIP OF SOUTH-WEST OXFORD

312915 DEREHAM LINE

MT. ELGIN, ONTARIO

N0J 1N0

REQUEST FOR PROPOSAL
FOR DUST SUPPRESSANT FOR 2025,2026,2027
FOR 6 MUNICIPALITIES WITHIN THE COUNTY OF OXFORD

Closing date Thursday, June 27th, 2024 at 11:00 a.m.

1.00.00 **SCOPE** - General

This RFP is for the supply and application of liquid solutions for use in dust control and/or road stabilization as requested in Clauses 6.01.01 of the document.

1.00.01 **QUANTITY**

Approximately 4,9330,000 liters of Calcium Chloride, Magnesium Chloride or 9,866,000 liters of Brine Solution as dust suppressants shall be supplied and applied on loose top roads.

1.00.02 **APPROXIMATE AMOUNTS**

The quantities indicated in Sections 1 and 9 are estimates, based on expectations under normal conditions. The amounts may be adjusted to accommodate weather conditions, delivery standards, changes in maintenance or construction programs or other uncontrollable items. The Contractor agrees to honor the unit prices quoted in Section 9 of the tender.

2.00.00 **DEFINITIONS**

In this document, the following definitions are specific.

- (A) **Liquid Calcium Chloride** means liquid calcium chloride solution containing a minimum of 35 per cent by mass of 77% Flake Calcium Chloride and shall not contain impurities in excess of 2 per cent by mass. Solution strengths shall be determined at 15°C.
(1 Flake Ton of 77% solution equals 2.2 Tons of liquid solution)
(1 Flake Ton of 77% solution equals 325.7 Gallons = 1,480.7 Liters)
- (B) **Magnesium Chloride** means liquid magnesium chloride shall contain a minimum of 30% by mass of pure magnesium chloride.
- (C) **Salt Brine Solutions:** For products containing a minimum of 20% combined composition of calcium and magnesium chloride by mass in the solution(s) being tendered.

- (A) **Calcium Chloride** per liter
 CaCl₂ _____ %
- (B) **Magnesium Chloride** per liter
 MgCl₂ _____ %
- (C) **Salt Brine Solution** per liter
- | | | | |
|-------------------------------|---|---------|-------------------------------------|
| (1) CaCl ₂ _____ % | } | _____ % | |
| (2) MgCl ₂ _____ % | | | <i>Total % of Parts (1) and (2)</i> |
| (3) NaCl _____ % | | | |

Note: Bidder must fill in this section.
 The suppliers of Salt Brine Solutions must also submit a certificate of analysis from an accredited lab. This analysis is to confirm the above bidder's definition of their product.

Municipality includes the specific city, town, village, county, regional government or other governing body that is issuing this tender and awarding a contract on behalf of a single entity or group.

Spot Spraying means truckload quantities of liquid calcium chloride 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.

Truckload means the legal licensed weight allowance for tractor-trailers for liquid product.

Distributors means mechanical pressured spreader distributors units that meet the requirements of the OPPS # 506.06.02 spec.

3.00.00 **GENERAL CONDITIONS**

Township Purchasing Policy

The bid process is being carried out as outlined in the [Township's Purchasing Policy](#). A copy of the policy is available on the Township's [website](#) or can be requested by contacting Works Superintendent Adam Prouse at aprouse@swox.org.

3.01.00 **GENERAL REGULATIONS AND COMPLIANCE**

The Contractor shall abide by all Acts, By-Laws, and Regulations relative to the performance of the work at municipal, provincial and federal levels where applicable.

3.01.01 OPSS SPECIFICATION

The provisions of Ontario Provincial Standard Specification 506 - Construction Specification for Dust Suppressants shall apply.

3.01.02 MINISTRY OF THE ENVIRONMENT (M.O.E.)

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

3.01.03 M.S.D.S.(MATERIAL SAFETY DATA SHEET)

The Contractor will supply the appropriate MSDS (Material Safety Data Sheet) to the Municipality at the start of the season.

3.01.04 WORKPLACE SAFETY AND INSURANCE BOARD

The successful contractor shall be required to provide certification from the Workplace Safety and Insurance Board stating that the Contractor is in good standing with the Board, and that the Contractor is currently covered by the Board. **The Contract Administrator requires that a new clearance certificate be submitted every sixty (60) days to ensure continuous protection.**

3.01.05 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:

- 1) Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with the Municipality's health and safety policy and requirements.
- 2) Ensure that workers in their employ are aware of hazardous substances that may be in use at place of work and wear appropriate personal protective equipment requirements.
- 3) Upon successfully obtaining the bid; completion of Township of South-West Oxford Health & Safety Procedure #25 – “Contractor’s Responsibilities & Duties – Tendered”, available on our [website](#) is mandatory.

3.01.06 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.

3.01.07 ACCESSIBILITY FOR ONT. WITH DISABILITIES ACT 2005

All contractors and their employees must have Accessible Customer Service Standard training when working in a municipality.

This training can be taken by logging onto <http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>

3.01.08 ABILITY TO PERFORM

The Contractor is 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.

NOTE: The successful bidder must be able to supply to each Municipality three (3) full loads of calcium chloride or five (5) full loads chloride composites or other in a 12-hour day. In order to accomplish this, the contractor must complete "Statement E - Pressurized Distributors to Be Used" on page 10 listing the equipment that will be used during this Tender. Failure to complete this section will disqualify the bidder of this quote.

3.02.00 START AND COMPLETION TIME FRAME OF THIS CONTRACT

Time shall be of the essence of this agreement with the estimated start date of **April 23rd and ending approximately June 18th each year of this contract.**

3.03.00 BIDDING CONDITIONS

3.03.01 R. F. P. CLOSING AND OPENING

ALL BIDS MUST BE SEALED, AND CLEARLY MARKED AS TO CONTENTS, AND RECEIVED ON OR BEFORE **THURSDAY, JUNE 27TH, 2024 AT 11:00 A.M.**

In order for a bid to be received, it must be delivered by courier, in hand or by postal service, and received by an authorized representative of the Municipality at the indicated address.

Tenders will be opened on **June 27th, 2024 AT 11:00 A.M.**

3.03.02 ADDRESS AND INFORMATION FOR BID CLOSING

Sealed bids must be submitted to:

The Corporation of the Township of South-West Oxford

Attention: Adam Prouse

312915 Dereham Line

Mt.Elgin Ontario,

N0J 1N0

Telephone: (519) 485-0477

Fax: (519) 485-2932

Cell: (519) 532-2911

E-mail: aprouse@swox.org

3.03.03 CERTIFIED BID DEPOSIT

Each bidder will provide a certified bid deposit cheque with their quote in the amount of **\$10,000.00**.

Prior to the release of the final payment certificate, the Contractor shall sign an affidavit confirming that all subcontractors and suppliers associated with the Contract have been paid in full.

All bid deposits with the exception of the two lowest bids are to be returned to the bidders within ten days after bid closing unless some anomalies are found in the analysis of the two lowest bids in which case the third lowest bid deposit will be retained. The remaining bid deposits to be released after execution of the contract agreement and submission to the Corporation of all documents required for the contract.

3.03.04 BASIS OF REJECTION OF BID

Request For Proposals may be rejected for any one of the following reasons:

- a) Bids received after closing date and time.
- b) Bids received on other than the tender form supplied.
- c) Bids not completed in ink or by typewriter.
- d) Qualified or conditional bids.
- e) Bids not properly authorized. (NOT SIGNED AND/OR IMPRINTED WITH CORPORATE SEAL)
- f) Bids received without a tender deposit.

3.03.05 DOCUMENTS

The Contractor shall include a copy of the tender, completed and executed where appropriate, as the acceptable Form of RFP.

3.04.00 **AWARD OF CONTRACT**

3.04.01 The Municipalities will notify the winning contractor in writing as soon as possible following formal acceptance by Municipal Councils participating in this tender.

3.04.02 The lowest or any RFP may not necessarily be accepted by the participating Municipalities.

3.04.03 Without limiting clause 3.04.02 above, the participating Municipalities may refuse to award a bid where, in their sole discretion, the Contractor is not able to demonstrate in terms of experience, equipment, facilities and product source, evidence of its ability, as well as that of any proposed subcontractors, to perform the work at issue, in accordance with all terms of the contract.

3.04.04 **NOTE:** The participating Municipalities will award the tender for dust suppressant separately and may not all accept the same supplier.

4.00.00 **INSURANCE**

4.01.01 **LIABILITY INSURANCE**

The Contractor shall take out and keep in force from the date of acceptance of the entire work by the participating municipalities, a comprehensive policy of public liability and property damage insurance acceptable to the municipalities 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 of damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property.

Such policy shall name the 6 municipalities as an additional insured thereunder and shall protect the Municipality against all claims for damage or injury, including death, to any person or persons 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 servants or agents during the execution of the contract, and the Contractor shall forward a certified copy of the policy or certificate thereof to the Municipalities before the work is started.

5.00.00 **DELIVERY CONDITIONS**

5.00.01 The Contractor shall deliver the dust suppressant in truckload quantities to the participating municipalities, under normal conditions, given 2 full days advance notice.

5.00.02 The municipalities may request less than truckload deliveries to satisfy special situations. In such cases, the contractor and municipalities will arrange mutually suitable times. If applicable, the contractor will notify the municipalities in advance if any extra charges apply to cover less than truckload shipments.

6.00.00 **TAXES**

6.00.01 **HARMONIZED SALES TAX (HST)**

The Contractor agrees to supply its HST Registration number supporting its responsibility to collect HST and to support the Municipality's claims, where appropriate, to HST paid in this contract.

6.00.02 **HST – Adjustment**

Where, during the course of this contract, if the Provincial or Federal government changes the tax rate, the Contractor and the Municipalities agree to process respective reasonable adjustments in pricing and payments reflecting such.

6.01.00 **PRODUCT TESTING**

Liquid Dust Suppressant Solution Supplied and Applied in truckload quantities will be subject to testing. The successful bidder agrees to provide a MSDS Sheet for any product to be applied plus a chemical analysis of any product used at no cost to the participating municipalities. This shall happen each year of the contract and shall be currently dated at the time of the application of the product.

6.02.00 **ALTERATION OF WITHDRAWAL OF BID**

6.02.01 A document may be altered by submitting another RFP at any time up to the specified time and date for the closing. The last RFP received shall supersede and invalidate all other bids previously received by the bidder for that contract.

6.02.02 The bidder may withdraw the tender at any time up to the specified time and date for tender closing by submitting a letter bearing the Bidder's signature and seal and delivered to the Public Works Superintendent of the Township of South-West Oxford. Such a submission must be received in sufficient time to be marked with the time and date of receipt. Telegrams, fax transmissions, and telephone calls will not be accepted.

6.03.00 **UNBALANCED TENDERS AND DISCREPANCIES**

6.03.01 Bids which contain prices which appear to be so unbalanced as likely to affect the interest of the owner may be rejected.

6.03.02 Wherever in a document the amount for an item does not agree with the extension of the estimated quantity and the unit price, the unit price shall govern and the amount and the Total Price shall be corrected accordingly.

6.03.03 A discrepancy in addition or subtraction in a bid shall be corrected by the lead Municipality by adding or subtracting the items correctly and correcting the Total Price accordingly, unless otherwise decided by the lead Municipality. Where

an error has been made in transferring an amount from one part of the Form of Document to another, the amount shown before the transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Price shall be corrected accordingly.

6.03.04 If a Bidder has omitted to enter a price for an item of work set out in the Form, he shall, unless specifically stated otherwise in this document, be deemed to have allowed elsewhere in the Form for the cost of carrying out the said item of work. No increase shall be made in the Total Price on account of such omission.

6.03.05 Bidders whose bid has been rejected by the Municipalities will normally be notified of the reasons for the rejection within (10) days after closing date for R F P.

6.03.06 The Municipalities reserves the right to waive formalities at their discretion.

7.00.00 **ACCEPTANCE OF REQUEST FOR PROPOSALS NOTE**

7.00.01 The \$ 10,000.00 bid deposit of the bidder whose **bid is accepted** will be **forfeited** by him to the Municipality as liquidated damages should the bidder fail to:

- a) * Meet the equipment requirements to execute this bid.
- b) execute a contract within thirty (30) days after being notified in writing by the superintendent of the acceptance of his document.
- c) supply a satisfactory bond as stipulated in the General Conditions

The deposits of the unsuccessful bidders will be returned without interest upon execution of a contract with the successful bidder.

NOTE: **DOCUMENTS REQUIRED** Bidders must submit the following documents.

7.00.02 **Deposit Cheque:** Each tender must be accompanied by a certified cheque in favour of the Township of South-West Oxford in the amount of \$ 10,000.00 to secure the execution of a formal contract. Bid bonds will not be accepted.

7.00.03 **Agreement to Bond:** The tender must be accompanied by a letter of Agreement to Bond from a **bonding company** as guarantee that the company will bond the Contractor with 50% performance, labour and material payment bonds at the time of execution of a contract.

A new bond will be required in the beginning of the season for each year.

7.00.04 **Statement "A":** relative to the Contractor's experience.

7.00.05 **Statement "B":** M.O.E. approvals

7.00.06 **Statement "C":** State origin of product

7.00.07 Statement "D": Product storage

7.00.07 Statement "E": List number of units used during application

7.00.08 W.S.I.B. Clearance Certificate

STATEMENT “A” – CONTRACTOR’S EXPERIENCE

Bidders provide a brief list of similar projects successfully completed.

YEAR	DESCRIPTION OF CONTRACT	OWNER	VALUE
.....
.....
.....

STATEMENT “B” – M.O.E. APPROVAL NUMBER

.....
.....

STATEMENT “C” – STATE THE ORIGIN OF PRODUCT BEING TENDERED

.....
.....
.....

STATEMENT “D” – PRODUCT STORAGE: ALL PRODUCT TO BE KEPT IN AN ENCLOSED TANK AT ALL TIMES.

Yes No

.....

STATEMENT “E” – PRESSURIZED DISTRIBUTORS TO BE USED

List the number of mechanical pressured spreader distributors that meet OPSS # 506 that will be used during this tender.

Fleet to be in the possession of the bidder at the acceptance of this contract.

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.....
.....
.....
.....

8.00.00 **AUTHORIZATION AND EXECUTION**

I, _____, am an authorized officer of
(Print Name)

_____ with authority to bind this company
(Company Name)

within the terms and conditions of this Document we hereby submit this for the consideration of the Councils for the participating Municipalities, and in consideration thereof have attached a bid deposit in the approved form for \$ 10,000.00 and further confirm the agreement of

_____ with all terms and conditions stipulated
(Company Name)

in this form as submitted this _____ day of _____, 2024.

Current H.S.T. Registration Number _____

Company Address _____

Telephone Number _____

Fax Number _____

E-Mail _____

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seal the day and year first above written or caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

**CORPORATE SEAL IF
INCORPORATED**

Witness as to Signature of Contractor

Address

Name of Bidder

Title

Second Signing Officer
(if required to bind the Corporation)

Council for the **TOWNSHIP OF SOUTH-WEST OXFORD**

Hereby accepts this Document as submitted, as confirmed by resolution of its Council.

Dated this _____ day of _____, 2024.

SEAL

Mayor

Clerk-Administrator

NOTE: This, when signed and offered by the bidder, shall constitute a formal and binding Contract, when accepted by Resolution and signed on behalf of the Municipality.

9.00.00 Total low price for the 3-year period (excluding alternative product) for the term of this contract will be awarded to the successful proponent and remain in effect for period of 2025 / 2026 / 2027

CONTRACT PRICING

LISTED ARE ESTIMATED QUANTITIES OF

- (A) CALCIUM CHLORIDE**
- (B) MAGNESIUM CHLORIDE**
- (C) SALT BRINE SOLUTION**

		PER LITER + TOTAL 2025	PER LITER + TOTAL 2026	PER LITER + TOTAL 2027
TOWNSHIP OF EAST ZORRA TAVISTOCK	Part (A) or (B) 750,000 Liters			
	Part (C) 1,500,000 Liters			
TOWNSHIP OF BLANDFORD-BLENHEIM	Part (A) or (B) 900,000 Liters			
	Part (C) 1,800,000 Liters			
TOWNSHIP OF SOUTHWEST OXFORD	Part (A) or (B) 750,000 Liters			
	Part (C) 1,500,000 Liters			
TOWNSHIP OF ZORRA	Part (A) or (B) 1,800,000 Liters			
	Part (C) 3,600,000 Liters			
TOWNSHIP OF NORWICH	Part (A) or (B) 700,000 Liters			

	Part (C) 1,400,000 Liters			
TOWN OF INGERSOLL	Part (A) or (B) 33,000 Liters			
	Part (C) 66,000 Liters			

NOTE List product(s) being bid on: _____

NOTE – All Municipalities may or may not accept the same supplier please ensure that you're pricing reflects on the areas that you wish to bid on.

NOTE – Do not include the H.S.T. in the tender price.

DUST SUPPRESSANTS

The following dust suppressants are accepted by the Ministry of the Environment (MOE). The proper use and application of the products is still regulated under the Environmental Protection Act and the Ontario Water Resources Act. The MOE does not endorse any of the following dust suppressants nor does it guarantee that the products are environmentally benign.

- A) Calcium Chloride (OPSS 2501)**
- B) Magnesium Chloride (OPSS 2503)**
- C) Salt Brine** (drilled and extracted for the sole purpose for use as a dust suppressant)

SUBMISSION AND DESIGN REQUIREMENTS

Dust suppressants other than water, calcium chloride flake, calcium chloride solution, magnesium chloride flake, and magnesium chloride solution, or as specified in the Contract Documents, shall be approved by the Contract Administrator. The following is to be submitted with a request to approve the dust suppressant within one week of execution of the Contract.

- a) The name of the material.
- b) The name of the manufacturer or supplier.
- c) The manufacturer's guidelines and recommendation for application rates that meet or exceed the performance of calcium chloride or magnesium chloride.