



**Town of South Bruce Peninsula**

**Tender 20-05**

**Dust Control Services**

## **Town of South Bruce Peninsula**

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#### **Dust Control Services**

The Town of South Bruce Peninsula is requesting tenders for dust control services on roads within the Town of South Bruce Peninsula. Sealed bids will be received at the Town of South Bruce Peninsula Municipal Office until **3:00 pm** local time on **February 19, 2020**.

Bid packages and details may be obtained from the Town of South Bruce Peninsula Municipal Office, at the address below, or on the Town website at [www.southbrucepeninsula.com](http://www.southbrucepeninsula.com)

Each tender must be accompanied by a bid deposit in the amount of 10% of the bid. A certified cheque or bank draft payable to the Town of South Bruce Peninsula will be the only form of bid deposit accepted.

Tenders are subject to a formal contract being prepared and executed. Final quantities required may vary depending on budget approval. Contract award is subject to Town of South Bruce Peninsula budget approval. The lowest or any bid will not necessarily be accepted.

**Lara Widdifield, C.E.T.**  
**Director of Public Works**  
**Town of South Bruce Peninsula**  
**315 George St., PO Box 310**  
**Warton ON N0H 2T0**  
**(519) 534-1400**

## Information to Bidders

### 1 General

Sealed tenders will be received until **February 19, 2020 at 3:00 pm** in a sealed envelope clearly marked with the following:

<p><b>Dust Control Services</b> Tender 20-05</p> <p><b>Town of South Bruce Peninsula</b> Attention: Lara Widdifield, C.E.T. Director of Public Works 315 George St, PO Box 310 Warton ON, N0H 2T0</p>
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**The envelope is to include the bidding company name and return mailing address.**

The bid must be submitted on the tender forms as provided by the Town of South Bruce Peninsula. No changes may be made to bids after they have been received. If more than one (1) tender is submitted by a bidder, the only one considered and opened will be the envelope with the most recent time/date of receipt. Electronically transmitted tenders (i.e. fax or email) will not be considered.

### 2 Tender Requirements

The following **must** be completed and submitted with your bid:

- Tender Form T-1
- Tender Form T-2 – References and Related Experience
- Tender Deposit (10% of the bid)
- Laboratory Test Results of Product to be Supplied
- Statement by Bidder
- Addendum(s) (If any)

**The envelope is to include the bidding company name and return mailing address and reference the tender number.**

Bidders are required to prepare their bid in accordance with this tender document, as well as the Town of South Bruce Peninsula's [Purchasing Procedures](#) . The successful bidder will be required to enter into a contract with the Terms and Conditions as set out in the tender.

Bids shall be submitted on our tender form.

The bidder must submit a tender deposit in the amount of 10% of the total tender which will be held for performance security on the successful bidder. A certified cheque or bank draft, payable to the Town of South Bruce Peninsula, will be the only form of tender deposit accepted.

Tenders that do not comply strictly with our terms and conditions or bids which are incomplete, obscure or made subject to further conditions or qualified may be rejected as informal or disqualified by the Town of South Bruce Peninsula.

A bid may be withdrawn any time prior to closing.

The Town does not bind itself to accept the lowest or any tender. Bids must be legible and completed in ink or typewritten with all blanks filled in.

Within the bid submission, if the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern, and the amount of the total bid price shall be corrected accordingly.

The Town of South Bruce Peninsula reserves the right in its sole discretion to reject any or all bids, and the lowest may not necessarily be accepted.

### **3 Insurance**

Upon award of the contract, the successful bidder shall obtain and maintain insurance coverage as outlined below, provided by (an) insurance company(ies) licensed to transact business in the Province of Ontario and of satisfactory financial standing to the Town. Evidence of such insurance shall be provided to the Town in the form of a Certificate of Insurance signed by an authorized signatory prior to the commencement of this Agreement and annually thereafter for the duration of the Agreement and as otherwise specified below:

1. Commercial General Liability insurance policy not less than \$5,000,000 per occurrence, which insures against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor. This policy shall include:
  - a. The Town of South Bruce Peninsula as Additional Insured
  - b. Cross Liability / Severability of Interests clause
  - c. Contractual Liability
  - d. Minimum thirty (30) day's written notice of cancellation or non-renewal to the Municipality
  - e. Non-owned automobile liability (SPF 6)

The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation. The insurance coverage noted above shall be maintained in force throughout the entire term of the successful bidder's contract agreement.

#### **4 Equipment**

The successful bidder shall furnish and maintain all such equipment as is considered necessary for conducting the work in an acceptable manner and at a satisfactory rate of progress. All equipment, tools, and machinery used for handling materials and executing any part of the work shall be maintained in a satisfactory, safe efficient working condition. Equipment used by the successful bidder shall be such that no injury to the workers or property will result from its use. The successful bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and services performed hereunder. The successful bidder shall provide reasonable protection to prevent property loss or damage and/or personal injury to persons, including but not limited to employees performing such work and all other persons who may be affected thereby.

The successful bidder shall be responsible and accept all liability for the licensing, inspections and any compliance with federal, provincial or municipal laws as they pertain to the vehicles to be used. Furthermore, the successful bidder will furnish to the Town any and all vehicle safety certificates on the vehicles to be used under the contract if requested.

Where a vehicle is hauling material for use in the contract, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified under the *Highway Traffic Act*, whether such vehicle is registered in the name of the contractor or otherwise.

The equipment must be capable of adjustment to suit all operating conditions. Bidders shall make available all equipment for inspection by the Town prior to execution of the contract.

#### **5 Bribery or Corrupt Practice**

Should the successful bidder or any of his agents give, or offer any gratuity to, or attempt to bribe or influence any member of the Town Council, officers or servants of the Town, the Town of South Bruce Peninsula shall be at liberty to cancel the contract forthwith or to direct the Town to take the whole or any part of the works out of the hands of the successful bidder under the same provisions as those specified.

## **6 Assignment and Sub-Letting**

Potential bidders should be aware that the successful contractor shall not assign or sublet the contract or any part thereof or any benefit or interest therein or thereunder, without the written consent of the Town of South Bruce Peninsula.

## **7 Employees**

The successful bidder agrees that the Town of South Bruce Peninsula is not to be deemed the employer of the successful bidder nor its personnel under any circumstances whatsoever.

Should any overseer, mechanic, driver or workman employed on or about the work or in connection therewith give any just cause for complaint, the Town shall notify the successful bidder, in writing, stating the reasons therefore and the successful bidder shall dismiss such persons forthwith and he shall not again be employed by the successful bidder on any Town of South Bruce Peninsula work without the written consent of the Town.

## **8 No Smoking Policy**

The successful bidder, as well as their employee(s), must always abide by the Town's No Smoking Policy, Policy D.6.1, as well as any and all provincial and federal smoking regulations, when performing the work under the contract agreement.

## **9 Working Safely**

The successful bidder shall always provide adequate protection for workers and the public under the applicable Federal and Provincial Statutes, in accordance with all municipal by-laws and regulations together with any additional safety measures that may be necessary. The successful bidder shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety and Insurance Act and Occupational Health and Safety Act, and the Ontario Electrical Safety Code as applicable to the scope of work.

The successful bidder shall ensure that all employees are provided with and instructed in the use of safety equipment as required by the Occupational Health and Safety Act and by other regulations. Normal safety precautions should be observed while around and operating equipment.

The successful bidder shall observe and comply with all Municipal and Provincial safety regulations and shall obtain and pay for all permits, fees, etc. that may be applicable in carrying out the work.

The successful bidder must ensure that during the performance of the work of the contract, its personnel are equipped and wear appropriate personal protective equipment: footwear, head protection, etc.

A copy of the Health and Safety Policies of the Town of South Bruce Peninsula is available to the successful bidder upon request. The successful bidder is required to comply at a minimum with the safety standards of the Town of South Bruce Peninsula. The successful bidder shall provide a copy of their own Health and Safety Policy upon request.

The Town of South Bruce Peninsula retains the right to stop the successful bidder's work without penalty to the Corporation if the bidder does not comply with the Occupational Health and Safety Act, and the Health and Safety Policies and Procedures of the Town of South Bruce Peninsula, or creates an unacceptable health and safety hazard.

The successful bidder shall be responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act*, the *Employment Insurance Act* or any other *Act*, whether Provincial or Federal, in respect to all his employees or operations and shall, upon request, furnish the Town of South Bruce Peninsula with satisfactory evidence that as, the successful bidder, the provisions of any act have been complied with.

The successful bidder will provide to the Town a WSIB Clearance Certificate or proof of WSIB Independent Operator Status prior to the execution of any contract.

## **10 Accessibility Regulations for Contracted Services**

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

1. How to interact and communicate with persons with various types of disability.
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person.
3. How to use equipment that is available on premises that may help in the provision of goods or services.
4. What to do if a person with a disability is having difficulty accessing the provider's goods or services.
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

Contracted employees, third party employees, agents and others that provide customer service on behalf of the Town of South Bruce Peninsula must meet the requirements of Ontario Regulation 429/07 regarding training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Town of South Bruce Peninsula upon request.

## **11 Other Rights**

No tender, proposal, or quotation will be accepted from any person or company which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contract without prior approval of Council.

## **12 Freedom of Information and Ownership of Documents**

Any personal information required on the tender forms is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act. This information will be an integral component of the tender submission.

All written tenders received by the Town become a public record and once a tender is accepted by the Town, all information contained in them is available to the public, including personal information. Bidders may mark any part of their submission as confidential except for the total contract/submission price and the bidder's name. The Town will use its best efforts not to disclose any information so marked but shall not be liable to a bidder where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law. Upon award, the Town may release the name of the successful bidder and the total bid price of the successful bidder.

Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, as amended, should be directed to:

Town of South Bruce Peninsula  
Attention: Clerk  
315 George St, PO Box 310  
Wiarton ON, N0H 2T0  
519-534-1400 ext. 122

All documents, including proposals, submitted to the Town of South Bruce Peninsula will become the property of the Town. If bidders desire their tender submission to be protected from disclosure under the above legislation, please provide a signed letter enclosed with the tender submission outlining the part of the submission to be protected. This letter will not guarantee that there will never be disclosure, but it does lay the groundwork for handling an application for disclosure by a third party under this legislation.



### **13 Conflict of Interest**

In addition to complying with the conflict of interest provisions, each bidder must declare in its submission any conflict of interest (actual or potential) which exists now or may exist in the future in respect of its participation in the tender process, the submission of its tender, and, if selected, the performance of its responsibilities. The Town will determine, in their sole discretion, whether any situation constitutes or may constitute a real or potential conflict of interest and reserves the right, in its sole discretion, to disqualify any bidder.

Bidders must also describe in the tender, their process for identifying, disclosing, reporting and dealing with conflicts of interest that may arise in the future.

### **14 Payments**

Payment by the Town of South Bruce Peninsula to the successful bidder will be made in accordance with the tender submission and completion of the work to the satisfaction of the Town. Upon completion of the work the successful bidder will submit an invoice to the Town of South Bruce Peninsula. Payment by the Town of South Bruce Peninsula to the successful bidder will be made within forty-five (45) days of the date of the delivery of the invoice.

### **15 Sales Tax**

The bidder will not include the Harmonized Sales Tax (HST) in the tender prices.

### **16 Inquires**

Inquiries concerning the **Technical Specifications** are to be directed to:

Chris Cornfield  
Manager of Operations  
(519) 534-1400 x 131  
[chris.cornfield@southbrucepeninsula.com](mailto:chris.cornfield@southbrucepeninsula.com)

## **Scope and Specifications**

### **1 Scope of Work**

This request for tender is for the supply and application of 35% calcium chloride solution (OPSS 2501.05.02) for use in dust control and road stabilization as per the OPSS standard 506. Bidders are asked to provide prices for a 35% calcium chloride solution on Tender Form T-1. Final volume will be subject to budget allocations. The successful bidder shall supply and deliver all labour, equipment, and material required to apply the dust suppressant solution in the Town, as directed.

The successful bidder will enter into a one-year contract with the Town for the 2020 season. Based on satisfactory performance, the Town will extend the contract to include dust suppressant services for the 2021 season. All work is to be completed by June 30<sup>th</sup> of each year.

Between 275 and 325 tonnes of material shall be supplied annually, applied to roads within the Town of South Bruce Peninsula. The 35% calcium chloride solution supplied shall be in accordance with current OPSS requirements. No other materials will be considered.

### **2 Specifications**

The successful bidder shall be required to supply, deliver and apply liquid dust suppressant in truckload quantities to the Town, under normal conditions, given two (2) full days advance notice. Work will be required in various locations throughout the Town of South Bruce Peninsula. The Town will provide an employee who will accompany the successful bidder to the various locations where the work will occur.

The successful bidder's equipment shall be capable of spreading at a rate not less than 200 litres per minute. The rate of application shall be in accordance with the manufacturer's guidelines. The quantities indicated are estimates, based on expectations under normal conditions and pending budget limitations. The amounts may be adjusted to accommodate weather conditions, delivery standards, budget, changes in maintenance or construction programs, or other uncontrollable items. The successful bidder agrees to honour the unit prices quoted, provided the variance is +/- 15% from the tendered quantities, considering seasonal variances due to weather and other non-controllable factors.

The Town may request less than full truckload deliveries to satisfy special situations. The majority of the roads within the Town can accommodate large, tractor-trailer size trucks, while some roads require a straight truck for application due to their limited road width and inadequate turn-around areas. In such cases, the successful bidder and the Town will arrange mutually suitable times for application.

Award is subject to budget limitations. The Town makes no representation or guarantee as to the quantity of work to be performed. The Town of South Bruce Peninsula reserves the right to increase or decrease quantities required. Municipal budget constraints and Council direction could result in an increase or decrease in quantities or a full or partial suspension of any supplies required.

### **3 Hours of Work**

Work will be permitted on South Bruce Peninsula roads between 7:00 am to 7:00 pm, Monday to Friday. No work is to be performed outside of these hours, unless otherwise expressly authorized in written format by the Town.

### **4 Traffic Control**

Traffic control and portable signage may be provided by the Town's forces, but the successful bidder is ultimately responsible for ensuring each load is applied in a manner that protects the work zone and ensures the safe passage of traffic.

### **5 Testing of Materials**

The successful bidder is responsible for having their product tested to meet OPSS requirements. Bidders are requested to provide a manufacturer's certificate from a laboratory stating that the product is in conformance with OPS specifications. Following contract award, the successful bidder shall allow the Town access to the material being delivered to obtain samples from each load that the Town shall test to ensure the material continues to meet requirements and specifications.

Should the materials from the samples fail to meet the requirements of the specifications, the Town reserves the right to reject the load at no penalty to the Town.

### **6 Labour and Materials**

It is hereby understood and agreed that the successful bidder will provide all necessary equipment and materials to be used for the performed work and that such equipment shall be suitable for these works. The equipment furnished is to be specifically designed for the use intended.

The successful bidder shall supply the appropriate S.D.S. (Safety Data Sheet) to the Town prior to work commencement.

## **7 References and Related Experience**

On the attached form, please provide at minimum, three (3) references of municipalities that your company has provided similar services in the past. References will be equal or greater in value and service requirements outlined in this tender call. Bidders shall obtain permission from the references provided to use their names; the Town may contact any/all references provided. Failure of bidders to provide these references will invalidate the bid.

Bidders are required to enclose with their bid submission a list of any sub-contractors for work being performed; the Town reserves the right to approve or reject any/all sub-contractor(s).

## **8 Schedule**

The Town requires that dust control material and services are to be delivered and applied to Town roads by June 30<sup>th</sup> of each year.

### Tender Form T-1

Item	Item Description	Unit	Unit Quantity	Unit Price	Total Price (Excluding HST)
1	35% Calcium Chloride Solution 2020 Season	tonnes	275*	\$	\$
2	35% Calcium Chloride Solution 2021 Season	tonnes	275*	\$	\$
<b>Total Price for All Items (Excluding HST)</b>					<b>\$</b>

\* Final quantities may be increased/decreased pending budget allowances

\_\_\_\_\_  
Company Name Signature

\_\_\_\_\_  
of Authorized Person

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder's Initials

Sub-contractors: Enclose a list of any sub-contractors for work being performed; the Town reserves the right to approve or reject any/all sub-contractor(s)

## Tender Form T-2

### References and Related Experience

Please provide at minimum, three (3) references of municipalities that your company has provided similar services in the past. References will be equal or greater in value and service requirements outlined in this tender call. Bidders shall obtain permission from the references provided to use their names; the Town may contact any/all references provided. Failure of bidders to provide these references will invalidate the bid.

Description of Project/Contract	Municipality, Contact Name and Phone Number	Value of Contract	Year and Month of Contract

\_\_\_\_\_ Company Name

\_\_\_\_\_ Bidder's Initials



## Statement by Bidder

Bid Document Name: Dust Control Services

Bid Document Number: 20-05

Bidder Company Name: \_\_\_\_\_

Bidder Company Address: \_\_\_\_\_

\_\_\_\_\_

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Position