



**REQUEST FOR TENDER
for the**

Supply and Delivery of Liquid Calcium Chloride

Tender Information No. T-06-2019

Issue Date: Friday, March 29th, 2019

Site Visit: Optional

Closing Date: Wednesday, April 17th, 2019 @ 1:00 p.m. local time

Opening Date: Wednesday, April 17th, 2019 @ 1:05 p.m., Highlands East Boardroom

Address: Municipality of Highlands East
2249 Loop Road, Box 295
Wilberforce, ON
K0L 3C0

Attention: Shannon Hunter, CAO/Treasurer

**Last Day for
Inquiries:** April 12th, 2019 @ 12:00 noon

Bidder Information

Name/Company: _____

Address: _____

**LATE TENDERS WILL NOT BE ACCEPTED.
THE LOWEST OR ANY TENDER MAY NOT NECESSARILY BE ACCEPTED.**

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1.0 GENERAL CONDITIONS

1.1 Tender Handling

The handling of the Tender document(s) will be in accordance with the Municipality of Highlands East Policy No. 2016-21 governing the procurements of goods and services, and this Tender document.

1.2 Tender Submission Mandatory Requirements

All Tenders must be completed in hard copy and submissions must include all Appendices attached to the RFT document. All entries shall be clear, legible, in a non-erasable medium and signed (where applicable). Entries must be made for unit price, lump sum, extensions and totals as appropriate. All items shall be tendered according to instructions contained within the Tender Documents.

Two (2) hardcopies of the completed submission are requested.

- Appendix A - Detailed Criteria
- Appendix B - References & Contingency Subcontractors
- Appendix C - Suppliers & Subcontractors
- Appendix D - Bidder Information
- Appendix E - Declaration & Addenda
- Appendix F - Accessibility Regulations for Contracted Services
- Appendix G - Price, Detail & Warranty Schedule
- Appendix H - Delivery Notice
- Appendix I – Guarantee of Performance/Cancellation Acknowledgement
- Appendix J – Agreement Acknowledgement (Highlands East)

Tenders must be submitted in a sealed envelope with Appendix H - Delivery Notice, completed and affixed to the outside. Tenders can be submitted by mail, placed in the municipal drop box located at the Main Office, hand delivered to the front counter of the Main Office or electronically as specified in the Tender Document.

Bids received after the official closing time will not be considered during the selection process.

Electronically transmitted submissions (facsimile, e-mail, etc.) will not be accepted for this Tender.

It is the responsibility of the Bidder to ensure they comply with this procedure. The Municipality is not responsible for submissions which are not properly marked and/or delivered to any other location, other than that specified herein.

Tenders that are not submitted in the requested format or are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations incorrectly submitted, or irregularities of any kind may be rejected as per the Municipality's Procurement Policy.

1.3 Definitions

Bidder/Contractor: Corporation/Owner/	Refers to any eligible entity providing a Tender
Municipality:	Refers to the Municipality of Highlands East
Form of Tender/ Tender:	Refers to this document and its processes
Successful Bidder:	Refers, in the event of an award, to the selected Bidder

1.4 Tender Closing

Tenders must be received by the Municipality of Highlands East on/before **1:00 p.m. local time on April 17th, 2019.**

1.5 Tender Opening

A public opening will be held in the Main Office at 2249 Loop Road, Wilberforce, ON, on **April 17th, 2019 at 1:05 p.m.** The Successful Bidder will be notified when Council considers the Tender results at their next regularly scheduled meeting of Council on **May 14th, 2019** or within 3 business days from receiving council approval, whichever is shortest.

1.6 Withdrawal or Alteration of Tenders

A Bidder who has submitted a Tender may submit a further Tender at any time up to the specified time and date for the Tender closing. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Bidder for this contract.

A Bidder may withdraw or alter the Tender at any time up to the specified time and date for Tender closing by submitting a letter bearing the Bidder's signature to the authorized representative who will mark thereon the time and date of receipt and will place the letter in the Tender box. The Bidder's name and the contract number shall be shown on the envelope containing such letter. Emails, facsimiles (faxes), or telephone calls will not be accepted.

Tenders withdrawn under this procedure cannot be reinstated.

1.7 Examination of Tender Documents

Each Bidder must satisfy himself/herself by a personal study of the Tender documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed goods/services. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by this request for Tender.

Prices bid must include all incidental costs and the Bidder must be satisfied as to the full requirements of the Tender. No extra work will be entertained without prior Municipal approval. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission of the Tender.

1.8 Omissions, Discrepancies and Interpretations

Should a Bidder find omissions from or discrepancies in any of the Tender Documents, or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder should notify the designated person and office without delay. If the designated person considers that a correction, explanation or interpretation is necessary or desirable, an addendum will be issued to all who have received Tender Documents.

No oral explanation or interpretation will modify any of the requirements or provisions of the Tender Documents.

1.9 Addenda

If required by the Municipality, addenda will be distributed to all bidders registered as a document taker for this bid. Addenda will be distributed using the latest contact information as provided by the Bidder. It is the Bidder's responsibility to notify the Municipality of any changes to their contact information. If the Tender was acquired via the Municipal website it is the Bidder's responsibility to check the Municipal website for addenda. It is the Bidder's ultimate responsibility to ensure all addenda have been received.

Bidders are required to acknowledge receipt of addenda on Appendix E - Declaration & Addenda Form.

1.10 Acceptance or Rejection of Tender

1.10.1 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 reasons therefore. Notwithstanding and without restricting the generality of the statement immediately above, the Municipality shall not be required to award and accept a Tender, or recall the Tenders at a later date:

- a) When only one (1) Tender has been received as result of the Tender call;
- b) Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods/services;
- c) When all Tenders received fail to comply with the specifications or Tender terms and conditions;

- d) Where a change in the scope of work or specifications is required the lowest or any Tender will not necessarily be accepted. The acceptance of a Tender will be contingent upon an acceptable record of ability, experience and previous performance.
- 1.10.2 The Municipality shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder by reason of the acceptance or the non-acceptance by the Municipality of any Tender or by reason of any delay in the acceptance of a Tender except as provided in the Tender document.
- 1.10.3 Each Tender shall be open for acceptance by the Municipality for a period of **sixty (60)** calendar days following the date of closing.
- 1.10.4 Where the Tender document does not state a definite delivery/work schedule and a submitted Tender is based on an unreasonable delivery/work schedule, the Tender may be rejected.

1.11 Tender Award Procedures

Unless stated otherwise the following procedures will apply:

The Municipality will notify the Successful Bidder that their Tender has been accepted, within **sixty (60)** calendar days of the Tender closing or within 3 business days from receiving council approval, whatever is shortest.

Notice of acceptance of Tender will be by telephone, email and/or by written notice. Bidder shall confirm acknowledgement of awarded Tender notice.

Immediately after acceptance of the Tender by the Municipality, the Successful Bidder shall provide the Municipality with any required documents within fourteen (14) calendar days of the date of notification of award.

Commencement and completion dates may be altered if mutually agreed to by the Municipality and the Successful Bidder.

1.12 Indemnification

The successful Respondent shall indemnify and hold harmless The Municipality, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon The Municipality and against all loss, liability, judgments, claims, suits, demands or expenses which The Municipality may sustain, suffer or be put to resulting from or arising out of the Successful Bidders' failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the Successful Bidder, its agents, officials and employees.

1.13 Ability and Experience of Bidder

It is not the purpose of the Municipality to award this contract to any Bidder who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital and plant resources to ensure acceptable performance and completion of the Tender.

The following criteria will be utilized by the Municipality, through references provided in Appendix B – References & Contingencies, to determine whether a Bidder is qualified to undertake the award;

- The Bidder's ability and agreement to supply the goods/services.
- The Bidder's ability to work effectively with the Municipality's staff and other representatives.
- The Bidder's history with respect to providing satisfactory results and acceptable cooperation.

The Municipality may reject the lowest or any submissions, if after investigation and consideration, the Municipality concludes, in its opinion, that the Bidder is not able to supply the goods/services in a manner satisfactory to the Municipality.

1.14 Variation of Quantities

The Municipality reserves the right to adjust quantities. Quantities shown are approximate, are not guaranteed to be accurate and shall be used as a basis for comparison only. No additional compensation will be allowed for any adjustment which may decrease quantities identified in this Tender.

1.15 Health & Safety

The Successful Bidder must comply with all requirements set out in the *Occupational Health & Safety Act, R.S.O. 1990* and all other regulations that apply to the job at hand.

Construction Projects

The Successful Bidder shall execute the terms of the Contract in strict compliance with the requirements of the *Occupational Health and Safety Act, RSO 1990, c.0.1* (the Act) and Ontario Regulation 213/91 (Construction Projects) and any other regulations under the Act (the Regulations) which may affect the performance of the Work. The Successful Bidder, by executing the contract, unequivocally acknowledges that the Successful Bidder is the Constructor within the meaning of the Act. The Successful Bidder shall ensure that:

- a) Worker safety is given first priority in planning, pricing and performing the Work;
- b) Its officers and supervisory employees have a working knowledge of the duties of a Constructor and Employer under the Act and the provisions of the Regulations applicable to the Work, and a personal commitment to comply with them;

- c) Workers employed to carry out the Work possess the knowledge, skills and protective devices required by law or recommended for use by a recognized industry association to allow them to work in safety;
- d) Its supervisory employees carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers; and
- e) All subcontractors employed by the Successful Bidder to perform part of the Work and their employees are properly protected from injury while carrying out their associated duties.

The Successful Bidder shall cooperate with representatives of the Corporation and inspectors appointed to enforce the Act and the Regulations in any investigations of worker health and safety in the performance of the Work. The Successful Bidder shall indemnify and save the Corporation harmless from any additional expense, which the Owner may incur to have the Work performed, as a result of the Successful Bidder's failure to comply with the requirements of the Act and the Regulations.

The Successful Bidder shall provide a copy of the Company Health and Safety Policy to the Owner pertaining to all relevant safety regulations, at this time the Successful Bidder shall submit their Health and Safety Policy to the Contract Administrator.

1.16 Workplace Safety Insurance Board (WSIB)

All Bidders must indicate WSIB coverage by providing their certificate number, or indicate exemption from coverage as per the *Workplace Safety and Insurance Board* on Appendix A – Detailed Criteria.

The Successful Bidder shall provide proof of coverage and shall maintain this coverage throughout the length of the contract. If exempt from coverage, proof of exemption, in the form of a letter from WSIB indicating that you do not require the coverage must be provided to the Municipality within ten (10) business days of being awarded the contract, or prior to commencement of the contract, whichever timeframe is shortest.

1.17 Insurance Requirements

All Bidders must indicate their ability to provide *proof of liability insurance* on Appendix A – Detailed Criteria, to insure against loss or damage resulting from bodily injury, death or damage to property.

The Successful Bidder shall provide proof of insurance, in the form of a proof of insurance certificate, indicating liability insurance with a *minimum coverage of five million dollars (\$5,000,000)*, with the Corporation of the Municipality of Highlands East added as an additional insured party. The certificate must be provided to the Municipality within ten (10) business days of being awarded the contract, or prior to commencement of the contract, whichever timeframe is shortest.

1.18 Limited Liabilities

The Municipality's liability under this Tender shall be limited to the actual goods/services ordered and provided.

1.19 Bidder Expense

Any expenses incurred by the Bidder in the preparation of the Tender submission are entirely the responsibility of the Bidder and will not be charged to the Municipality.

1.20 Protection of Work & Property

The Successful Bidder shall provide continuous and adequate protection of all goods from damage and shall protect the Owner's property from injury or damage arising until delivery of the goods/services. The Successful Bidder shall make good any such damage or injury.

1.21 Regulation Compliance and Legislation

The Successful Bidder shall ensure all goods/services provided in respect to this Tender are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation.

1.22 Accessibility

The Bidder, and any of its employees, must ensure that the goods/services provided are accessible to all potential users, including older people and people with disabilities. Where feasible, it should:

- Be technically accessible, in that it is possible for all users to access all information and functionality;
- Be equally usable, in that it is not prohibitively difficult or time consuming for users with disabilities to carry out normal tasks;
- Be capable of being adapted or configured by individual users to meet their specific needs and preferences;
- Be capable of interfacing with appropriate, widely available assistive technologies employed by users.

Refer to Appendix F - Accessibility Regulations for Contractors for information about accessibility principles and guidelines from the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*, Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR).

1.23 Assignment of Contract

The Successful Bidder shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Municipality 's officials, which consent shall not be unreasonably withheld.

1.24 Cancellation of Contract

1.24.1 The Municipality reserves the right to immediately terminate the Contract awarded to the Successful Bidder, or part thereof, at its own discretion, including but not limited to such items as non- performance, late deliveries, inferior quality, pricing problems, etc.

1.24.2 Material Purchases:

Time shall be of the essence of this Contract.

It is agreed by the Parties to the Contract that in case the material called for under the contract are not delivered, finished or completed within the time limit set forth, damage will be sustained by the Municipality and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damages which the Municipality will sustain in the event of and by any reasons of such delay and the Parties hereto agree that the Bidder will pay to the Municipality affected, the sum of **Two Hundred and Fifty dollars (\$250.00)**, for liquidated damages for each and every working day prescribed and it is agreed that this amount is an estimate of the actual damage to the Corporation which will accrue during the period in excess of the prescribed number of calendar days.

The Municipality may deduct any amount under this paragraph from any monies that may be due or payable to the Bidder on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or alternative that may be available to the Corporation.

1.24.3 The Bidder shall not be assessed with liquidation damages for any delay caused by Acts of God or of the Public Enemy, Acts of the Province or of any Foreign State, Fire, Flood, Epidemics, Quarantine, Restrictions, Embargoes, Labour Disruptions, Strikes, Lockouts or delays due to such causes, then the time of delivery shall be extended for a period of time equal to the time lost to such delay.

1.24.4 The Municipality shall not be liable to the Bidder for loss of anticipated profit on the cancelled portion or portions of the work.

1.25 Governing Laws

This Tender and subsequent contract/agreements will be interpreted and governed by the laws of the Province of Ontario.

1.26 Freedom of Information

Any personal information required on the Tender Form is received under the authority of the *Municipal Freedom of Information and Protection of Privacy Act*,

1989, RSO, 1990 (Act). This information forms an integral component of the Tender submission.

All written Tenders received by the Municipality become a public record once a Tender is deemed complete by the Municipality. All information contained in the Tender document is available to the public, including personal information.

Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56*, as amended, should be directed to:

CAO/Treasurer, Municipality of Highlands East
2249 Loop Road, Box 295
Wilberforce, ON
K0L 3C0
Telephone (705) 448-2981

The CAO/Treasurer has been designated by the Municipality of Highlands East Council to carry out the responsibilities of the Act.

2.0 Specific Conditions

2.1 Award

It is the intention of the Municipality to award this Tender to only one (1) qualified Bidder. The lowest or any Tender may not necessarily be accepted.

2.2 Multiple Submissions

Bidders wishing to offer more than one (1) submission for consideration must complete a separate Tender document for each separate offer and clearly identify each submission as a separate offer.

2.3 Delivery & Execution of Work

- 2.3.1** The Successful Bidder may commence work no earlier than **May 28th, 2019**. All work must be completed by **June 29th, 2019**. Delivery and application will be organized with the Roads Superintendent or designate at a later date to ensure the roads are graded prior to application.

Once work has commenced, the Successful Bidder shall ensure continuous operations to minimize disruption to the public and minimize damage caused by traffic to the opened road.

Prior to commencing the work, the Successful Bidder, Roads Superintendent or designate, shall meet for a Pre-Start meeting.

The Successful Bidder is responsible for any inspections and/or permits required

2.4 Manufacturer's Specifications

Bidders shall include with their Tender submission the full manufacturers' specifications and literature, which fully describe the item(s) being offered, including any optional equipment.

2.5 Warranty

The Tender submission shall include a brief summary covering materials and workmanship on Appendix G – Price, Detail & Warranty Schedule. Additional warranty and/or guarantee information may be included separately.

If the product needs to be returned to the supplier for warranty work, it will be at full cost to the Successful Bidder. Warranty work will be performed at the closest dealer.

2.6 Equivalent

Where applicable, the Municipality has specified certain product(s) and/or brand names throughout this document for a number of the components utilized in the good/service. In some instances, the Municipality would be willing to consider an equivalent for the specified item. "Equivalent" would mean an equivalent product, design, manufacturer, etc. that, in the opinion of the Municipality is an "acceptable" alternative. The determination of the item to be an "acceptable" equivalent will be at the sole discretion of the Municipality and will be identified in Appendix A – Detailed Criteria.

- 2.6.1 Where a product, design, manufacturer, etc. has been stipulated and, there is no alternative option, Bidders must submit based on the specified item and, without substitution.

2.7 Harmonized Sales Tax (HST)

HST is applicable to the item(s) listed, however, is not to be included in the Tendered unit cost. Please tender all prices "HST Extra".

2.8 Terms of Payment

- 2.8.1 Payment will be made in response to the Successful Bidder's invoice to the Municipality. The Municipality will not pay in part or in full until the goods/services are received. Possession will not be taken until the unit(s) meet(s) all specifications and is approved by the Road Superintendent or their designate.

Unless otherwise stated herein, the Municipality's normal terms of payment will be net thirty (30) calendar days from the receipt of goods/services or the date of invoice, whichever occurs later. Invoices shall be forwarded to the attention of:

Roads Superintendent
Municipality of Highlands East
2249 Loop Road, Box 295
Wilberforce, ON
K0L 3C0

2.9 Tender Selection

2.9.1 Evaluation Stages and Total Evaluation Points Available

The Municipality of Highlands East will conduct the evaluation of Tenders in three stages as follows:

Stage 1 – RFT Review (pass/fail)

A review will be undertaken to determine if the submitted Tender complies with all the mandatory requirements (inclusion of all Appendices and compliance with the submission requirements and deadline).

Tenders that do not comply with the mandatory requirements may, subject to the reserved rights of the Municipality of Highlands East and the Municipality's Procurement Policy, be disqualified and not evaluated further.

Stage 2 – Rated Criteria (52 points)

Stage 2 will consist of a scoring by the review committee of each qualified Tender on the basis of the detailed criteria as specified in Appendix A – Detailed Criteria and follow up of the information provided in Appendix B – References & Contingencies

The following is an overview of the categories and weightings for the Stage 2 Criteria of the RFT:

Criteria	Maximum Points
Ability to meet Detailed Criteria requirements (Appendix A)	24
Ability to meet WSIB, Insurance, Warranty and Site Visit requirements (Appendix A)	12
Ability & Experience of Bidder (Appendix B)	16
Total Points	52

Stage 3 – Evaluation and Pricing (48 points)

Stage 3 will consist of a scoring of the pricing submitted on Appendix G – Price, Delivery & Warranty Schedule. The evaluation of the price/cost shall be undertaken only after the first two (2) stages have been completed.

Each Bidder will receive a percentage of the total possible **48** points allocated to price by dividing the Bidder's price into the lowest tender of the short-listed Bidders.

For example, if the lowest proposal price is \$120.00, that Bidder received 100% of the points ($120/120 = 100\%$), or **48** points. A Bidder who Tenders \$150 receives 80% of

the possible points (120/150 = 80%) or 38.4 points. A Bidder who Tenders \$240 receives 50% of the possible points (120/240 = 50%) or 24 points.

Bidders should be aware that this is a “gated process”. Tenders will be initially evaluated on non-price based criteria first. From there, the highest scoring Tenders will be chosen to have their pricing evaluated in order to arrive at a total aggregate score for the best solutions.

Pricing for 3a and 3b and their respectable volumes, including HST, will be combined to evaluate pricing from bidders.

2.9.2 Total Evaluation Points Available

Overall, a Bidder may receive a maximum of 100 evaluation points as follows:

Criteria	Maximum Points
Stage 1 - Compliance with Submission Requirements	Pass/Fail
Stage 2 - Rated Criteria	52 points
Stage 3 - Pricing	48 points
Total	100 points

2.10 Inquiries

Inquiries concerning the Tender specifications and general Tender process are to be directed to:

Shannon Hunter
CAO/Treasurer
(705) 448-2981 Ext. 431
shunter@highlandseast.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the Request for Tender will be circulated as outlined in section 1.9 of this document, as a Request for Tender Addendum to all registered document takers who have received the Request for Tender document from the Municipality.

Inquiries must be received no later than **three (3)** business days prior to 4:30 pm, local time; otherwise a response may not be provided.

2.11 Future Retainment

The Successful Bidder may be retained for an additional three (3) years of supply & delivery of calcium chloride should the performance of the Successful Bidder provide satisfactory work. Satisfactory work will be determined at the discretion of the Contract Administrator.

2.12 Cooperative Purchasing

The Successful Bidder agrees to allow neighbouring public agencies with similar needs/interests within the County of Haliburton to participate in this contract.

Additional participating agencies may opt into a contract with the successful bidder for procurement of services described in this RFT based on the terms, conditions, prices and percentages offered to the Municipality of Highlands East with changes negotiated as required, due to location and quantity of work.

This piggyback clause is intended to be a means of promoting cooperative purchasing efforts with the public sector, and to provide additional value to the successful bidder. Any cost savings associated with cooperative purchasing shall be separately identified within the tender document.

3.0 Tender Specifications

- 3.0.1 The Municipality of Highlands East Roads Department applies dust suppressant to the gravel surfaced municipal roads within their systems each year as part of their dust control maintenance program. The Roads Department is seeking prices for the supply of 350,000 litres +/- of Liquid Calcium Chloride composed of a 35% Concentration Rate for the 2019 season.

Bidders are asked to submit prices for volume for 10,000 litres and 20,000 plus litres, respectively.

All vehicles delivering product are to be in safe and effective operating condition in accordance to M.T.O. Regulations and Highway Traffic Act Regulations. All highway deliveries must be made by properly licensed and insured carriers and all loads must be legal within the gross weight and axle weight laws of the Province of Ontario.

Each bid shall be accompanied by a Safety Data Sheet (S.D.S) specifically listing: place of manufacture and company of manufacture.

The Ontario Provincial Standard 506 will govern this tender. Tenders will not be accepted for any product that does not meet this specification.

Field Testing – The Roads Superintendent or designate may take samples of product being delivered for testing purposes and may submit such samples to an independent testing lab for analysis.

If the samples meet Ontario Provincial Standard Specification 506 section .05.03, the Municipality will pay for the cost of the test. If, however the sample does not meet specification 506 Section 05.03, the Contractor will incur the cost of the testing, and the Municipality will assume the right to adjust their payment to the Contractor by the same percentage shortfall in the strength of the Calcium Chloride. This payment adjustment will be on the individual load OR all products received to the date of testing. Following acknowledgement of receipt of non-specified product the Municipality has the right to terminate the contract.

The Municipality shall request load tickets on all products daily.

Site visits are not mandatory but may be scheduled by contacting the Roads Superintendent directly at 705-448-2934 or ecovert@highlandseast.ca.

3.0.2 General Instructions

For each Specification item listed, you are required to indicate your compliance of each item. Please do so as follows:

You are able to provide the item as specified - indicate **YES** in the Bidder's Compliance box.

You are not able to provide the item as specified - indicate **NO** in the Bidder's Compliance box.

Where an item allows for an "Alternative" to the specified item, you may indicate **YES** to the item as specified or you may provide your **alternative item** in the Bidder's Compliance box.

Where minimums are called for, the item must meet or exceed the capacity, size or performance as specified, unless an alternative is allowed. This specification may list only the major details for the specification items. Therefore, it is the Bidder's responsibility to deliver fully equipped items with compatible components to provide dependable efficient service.

Appendix "A"
Detailed Criteria

****MANDATORY COMPLETION****

(6 Points each for a total of 24 Points)

Specification	Mandatory/ Optional	Alternative Permitted	Bidder's Compliance	Comments
1 Supply and Deliver Liquid Calcium Chloride - 35% Concentration Rate in the amount of 350,000 litres +/-	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2 Safety Data Sheet to accompany bid, specifically listing place of manufacture and company of manufacture	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3 Product specification meets Ontario Provincial Standard 506	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	
4 Include pricing per litre for 10,000 and 20,000 plus litre volumes as per OPSS 506	Mandatory	No	Yes <input type="checkbox"/> No <input type="checkbox"/>	

(4 Points per Mandatory item for a total of 12 Points)

Specification	Mandatory/ Optional/NA	Bidder's Compliance	Comments
1 WSIB Clearance Certificate or proof of exemption as per section 1.16 of the RFT.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>	
2 Proof of Insurance as per section 1.17 of the RFT.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>	
3 Site Visit as per section 3.0.1 of the RFT.	Optional	Yes <input type="checkbox"/> No <input type="checkbox"/>	
4 Product Warranty as per section 2.5 of the RFT.	Mandatory	Yes <input type="checkbox"/> No <input type="checkbox"/>	

Appendix "B"
References & Contingencies
****MANDATORY COMPLETION****
(Complete for a total of 16 Points)

Three (3) references and a contingency plan must be provided for the purpose of assessing the Bidder's ability and experience.

References	
1	<p>Reference No.1 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p> <hr/> <p>Reference No.2 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p> <hr/> <p>Reference No.3 Name: Contact Name & Title: Phone No.: Term of Contract: Nature of Contract:</p>
Contingency Plan	
2	<p><i>Please provide details on a contingency plan to be implemented by the Successful Bidder in the event of services disruptions due to emergency situations i.e. Spills, fire or other potentially hazardous occurrences.</i></p>

Appendix "C"
Suppliers & Subcontractors
****MANDATORY COMPLETION****

Please provide information on the suppliers and/or subcontractors as it will apply to your tender submission. If there are none, please submit N/A.

Suppliers
Supplier No.1 Name: Contact Name & Title: Address: Phone No.: Nature of goods/services supplied:
Supplier No.2 Name: Contact Name & Title: Address: Phone No.: Nature of goods/services supplied:
Contractors
Subcontractors No. 1 Name: Contact Name & Title: Address: Phone No.: WSIB: Insurance: Nature of Work to be Subcontracted:
Subcontractors No. 2 Name: Contact Name & Title: Address: Phone No.: WSIB: Insurance: Nature of Work to be Subcontracted:

Appendix "D"

Bidder Information

****MANDATORY COMPLETION****

Information provided must be legible and made in a non-erasable medium.

1.	Bidder's Contact Individual	
2.	Office Phone #	
3.	Toll Free #	
4.	Cellular #	
5.	Fax #	
6.	E-mail address	
7.	Website	
8.	WSIB Account #	
9.	HST Account #	
10.	1 st Emergency Contact Name	
11.	1 st Emergency Contact Phone #	
12.	2 nd Emergency Contact Name	
13.	2 nd Emergency Contact Phone #	

Appendix "E"
Declaration & Addenda Form
****MANDATORY COMPLETION****

For the provision of:	T-06-2019 Supply and Delivery of Liquid Calcium Chloride			
As supplied by:	_____			
	Firm Name			

	Mailing Address	City	Prov.	Postal Code

To:	Municipality of Highlands East 2249 Loop Road, Box 295 Wilberforce, ON K0L 3C0
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The Bidder Declares:

1. No person(s), firm or corporation, other than the Bidder, has any personal interest in this Tender or in the award for which this Tender is made;
2. No member of Council, no officer or employee of the Municipality is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, there from;
3. This Tender submission is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Tender submission for the same and is in all respects without collusion or fraud;
4. By signing this submission, I confirm I have read and understood the content and requirements of this Tender document.

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addenda:

ADDENDUM #	DATE RECEIVED
<input type="checkbox"/> Check here if NO Addenda received	<input type="checkbox"/> Check here if website checked for Addenda

LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

Dated at _____ this _____ day of _____, 2016

 PRINT NAME OF WITNESS

 PRINT NAME OF BIDDER

 SIGNATURE OF WITNESS

 SIGNATURE OF BIDDER

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

APPENDIX “F”
Accessibility Regulations for Contracted Services
****MANDATORY COMPLETION****

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 the premises that may help in the provision of goods or services
4. What to do if a person with a particular type of 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 Municipality of Highlands East must meet the requirements of Ontario Regulation 429/07 with regard to training.

Accessibility Training:

[The Accessibility for Ontarians with Disabilities Act, 2005 \(AODA\)](#) [Accessibility Standard for Customer Service \(ASCS\)](#) and the [Integrated Accessibility Standards Regulation \(IASR\)](#) requires all contractors and their employees who provide goods, services or facilities on behalf of the Municipality to receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities.

The online [Serve-Ability](http://curriculum.org/sae-en/) (<http://curriculum.org/sae-en/>) e-course includes the Province's ACSC and IASR training. It is easily available to contractors for free.

Training Records:

Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Municipality and/or the Province upon request.

Accessible Procurement:

Under the General Requirement of the IASR, the Municipality is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self-service kiosks or facilities, including written materials, web content and the delivery of

programs, except where it is not practicable to do so. Contract specifications and evaluation include these criteria, features and designs where applicable.

More information on these subjects can be found on the Accessibility Standard for Customer Service and Integrated Accessibility Standards Regulation through [AccessON](http://www.accesson.ca), available from the Ministry of Economic Development, Employment & Infrastructure's website (<http://www.mcass.gov.on.ca/en/mcass/programs/accessibility/ado.aspx>).

If you have questions please do not hesitate to contact your Contracting Authority.

Acknowledgement

I _____, confirm that I have read, understand and meet the requirements outlined in Appendix F - Accessibility Regulations for Contracted Services and the on-line Serve-Ability e-course.

I further agree that all required training information will be provided to the Municipality if requested.

Signature

Date

Appendix "G"
Price, Delivery & Warranty Schedule
****MANDATORY COMPLETION****
(Complete for a total of 48 Points)

Details of Goods/Services to be provided:			
1) <u>Tender No. T-06-2019:</u> Supply and Delivery of Liquid Calcium Chloride			
2) <u>Date(s) of Execution of Goods/Services:</u> Period of good/services required: May 1 st 2019 to December 31 st 2019			
3a) <u>Cost:</u> for 20,000L Minimum (Applied to Road) as specified herein)	Price Per Litre (2019)	HST	Total (2019)
	\$	\$	\$
3b) <u>Cost:</u> for 10,000L Minimum (Applied to Road) as specified herein)	Price Per Litre (2019)	HST	Total (2019)
	\$	\$	\$
	Total 3a+3b incl. HST		\$
4) <u>Warranty Details:</u> (provide a brief statement of term and coverage for manufacturer's warranty if applicable. Additional material may be submitted separately.)			

Bidder: _____ **Date:** _____

Signature: _____

APPENDIX "H"
Delivery Notice

****MANDATORY COMPLETION****

Complete and affix this delivery notice to your Tender submission envelope.

RFT No. T-06-2019
Supply and Delivery of Liquid Calcium Chloride

Deliver To:

Municipality of Highlands East
2249 Loop Road, Box 295
Wilberforce, ON
K0L 3C0

Attention: Shannon Hunter, CAO/Treasurer

Bidder's Company Name:

Received By: _____ at the Municipal Office,

On the _____ day of _____, 2019 at _____ o'clock

From: _____
(Name of Person or Organization Delivering Documents)

**THIS DELIVERY NOTICE IS TO BE AFFIXED TO THE OUTSIDE OF THE
SEALED SUBMISSION**

APPENDIX "I"
Guarantee of Performance/Cancellation of Contract
****MANDATORY COMPLETION****

Material Purchases:

Time shall be of the essence of this Contract.

It is agreed by the Parties to the Contract that in case the material called for under the contract are not delivered, finished or completed within the time limit set forth, damage will be sustained by the Municipality and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damages which the Municipality will sustain in the event of and by any reasons of such delay and the Parties hereto agree that the Bidder will pay to the Municipality affected, the sum of **Two Hundred and Fifty dollars (\$250.00)**, for liquidated damages for each and every working day prescribed and it is agreed that this amount is an estimate of the actual damage to the Corporation which will accrue during the period in excess of the prescribed number of calendar days.

The Municipality may deduct any amount under this paragraph from any monies that may be due or payable to the Bidder on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or alternative that may be available to the Corporation.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix I – Guarantee of Performance/Cancellation of Contract.

Signature

Date

**APPENDIX “J”
Agreement Acknowledgement**

The Municipality of Highlands East wishes to enter into a Contract Agreement with the Successful Bidder for the supply and delivery of liquid calcium chloride, upon final approval from Council.

The Successful Bidder hereby acknowledges, by signing below, that any information included in the Tender submission, including the Tender document, Form of Tender, Appendices and/or other submission requirements, will become public information and form part of the completed Contract Agreement. The Municipality encourages the use of business/professional information only in all tender submissions. It is acknowledged that the agreement will be reviewed and agreed upon by both parties prior to signing.

The following Tender document items will form part of the agreement document:

Contract Term, Tender document including all appendices, Scope of Work, Health and Safety, Workplace Safety Insurance Board (WSIB), Insurance Requirements, Cancellation of Contract, Limited Liabilities, Protection of Work & Property, Regulation Compliance and Legislation, Accessibility, Assignment of Contract, Cancellation of Contract, Contract Liquidated Damages, Terms of Payment, Warranty, Appendices A, B, C, D, E, F, G, H, I.

Acknowledgement

I _____, confirm that I have read, understand and agree to the requirements outlined in Appendix J– Agreement Acknowledgement.

Signature

Date