



Township of Lucan Biddulph

REQUEST FOR QUOTATION FOR SUPPLY OF DUST SUPPRESSANT FOR 2023

CLOSING DATE: Thursday March 23rd, 2023 12:15 p.m., LOCAL TIME

RETURN TO: **Jeff Little, CRI - Public Works Manager**
Township of Lucan Biddulph
270 Main Street
P.O. BOX 190
Lucan, ON
NOM 2J0

TOWNSHIP OF LUCAN BIDDULPH
REQUEST FOR QUOTATION
FOR SUPPLY OF DUST SUPPRESSANT FOR 2023

INFORMATION TO BIDDERS

1. Sealed quotations will be accepted until **12:15 p.m. local time, Thursday March 23rd, 2023** for the supply of Dust Suppressants and Road Stabilization Products more completely described below.

2. **SUBMISSION**

Quotations must be submitted on the forms provided and delivered to:

**Jeff Little
Township of Lucan Biddulph
270 Main Street
P.O. BOX 190
Lucan, ON
NOM 2J0**

**Telephone: (519) 227- 4491
Fax: (519) 227- 4998
E-mail: jlittle@lucanbiddulph.on.ca**

Quotations arriving after the stated closing time will not be considered.

3. **ACCEPTANCE OF QUOTATIONS**

The Township of Lucan Biddulph reserves the right to accept any Quotation, in whole or in part that it feels is most beneficial to the residents of the Township of Lucan Biddulph. Therefore, the lowest or any Quotation may not necessarily be accepted.

4. **WITHDRAWAL OR QUALIFYING OF QUOTATIONS**

A bidder, who has already submitted a quotation, may submit a further quotation at any time up to the official closing time. The last quotation received shall supersede and invalidate all quotations previously submitted by that bidder for this Contract.

A bidder may withdraw their quotation at any time up to the official closing time by submitting a letter bearing the signature and seal as in their quotation to The Township of Lucan Biddulph. No telegrams, facsimile or telephone calls will be considered. After the official closing time for receiving of quotations, all quotations received shall be irrevocable.

5. **CLARIFICATION**

Should a bidder find discrepancies in, or omissions from the quotation documents, or should there be any doubt as to their meaning, inquiry should be made with the Designated Official, telephone (519) 227-4491. Should a correction, explanation, or

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interpretation be necessary or desirable, a written addendum will be issued to all bidders. Addenda, issued during the bidding period, are part of these Quotation Documents.

6. RESERVATIONS

The Township reserves the right to accept any quotation in whole or in parts thereof judged most satisfactory, without liability on the part of the Township. The Township reserves the right to reject any or all quotations. The lowest or any quotation will not necessarily be awarded a Contract.

Quotations which are incomplete, conditional, or obscure or which contain additions not called for, erasures, alternations and irregularities of any kind may be rejected as informal.

7. PRICES AND BUDGETS

The Township of Lucan Biddulph has a strictly defined budget for the work within this Contract and reserves the right to change the scope of this Contract to bring the quotation price within the available budget limits. The Township reserves the right to waive formalities and enter into negotiations with the low bidder, or any other bidder that it deems appropriate in order to bring the project to within any given budget limit. Should it be determined that the changes in the scope of the Contract are of sufficient magnitude, then the Township shall cancel the quotation process. Then, at its discretion, commence a new process in order to complete the project within the budget available. Changes to the scope of this Contract, either by changes in scheduling, changes in quantities of work and/or deletion of any part of the work shall not entitle the Contractor to any extra compensation. The Township will not be held responsible for any cost incurred by any bidder associated with preparing or submitting a quotation for this project, should the quotation be rejected or the process cancelled.

10. PAYMENT --CHANGE

Payment will be made only for materials signed for at the delivery site. The vendor will be responsible for procuring the required signature from the person in charge at the site.

Invoices will be paid within 30 days of the invoice date, unless early payment discounts are available, in which case payment will be made by the discount date.

11. DESIGNATED OFFICIAL

For the purpose of this contract, Jeff Little, Public Works Manager shall perform the following functions:

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Releasing, recording, and receiving quotations, recording and checking of submissions; answering queries from perspective bidders, considering extensions of time. In addition, reviewing of bids received, ruling on those not completely meeting requirements and preparing a report and recommendation to Department Heads or Township Council.

12. FAILURE TO PERFORM

If, in the opinion of the Township, the Contractor refuses or neglects to perform the work required under the contract in an orderly manner and without delay, the Township of Lucan Biddulph may cancel the contract by twenty-four (24) hours written notice. The said Township shall have the full right and power at its discretion, without process of action at law, to take possession of the whole work remaining at the time of notice of cancellation and to re-let the same to any other person, persons, or Company, with or without previous advertisement. The Contractor shall be liable for all damages, expenditure and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof, together with the penalties from the date fixed for the completion of the work.

13. INSURANCE

A certificate of insurance or a certified copy of the Contractor's policy shall be provided showing coverage for at least the following limits:

- i) Comprehensive liability insurance providing bodily injury limits of at least \$5,000,000 per person and accident, and providing for property damage of at least \$5,000,000 in any one accident. The Township of Lucan Biddulph shall also be named as an additional insured party on such policies.
- ii) Insurance as in i) for all licensed motor vehicles operated by or on behalf of the bidder.

The liability insurance shall be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse during the duration of the Contract without 30 days prior written notice to The Township of Lucan Biddulph. The insurance policy shall not contain any deductible amounts and shall remain in effect until the contract has been terminated.

14. WORKPLACE SAFETY AND INSURANCE

It is the obligation of any successful bidder to comply with all requirements of the workplace safety and insurance board act. Bidders must certify that all employees, officers, agents and sub-contractors are covered under the act. A WSIB Certificate shall be supplied at the time of contract signing and updated every 60 days in compliance with the act. Failure to supply or update this certificate as required is cause for termination of the contract.

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15. WORKPLACE HEALTH AND SAFETY

Both the Township of Lucan Biddulph and the Contractor have obligations under the Workplace Health and Safety Act to ensure that work sites are safe and that accidents are prevented.

The successful Contractor shall provide upon signing of a contract, a copy of the company's safety policy manual. The contractor will be responsible for the ongoing safety and security of the job-site.

In the event of a serious or recurring problem, a notice of non-compliance will be issued. The contractor will be responsible for reacting immediately to any deficiency and correcting any potential health and safety risks. Disregard for any requirement of the Workplace Health and Safety Act could be cause for the issuance of a stop work order or even the termination of the contract.

16. UNBALANCED QUOTATIONS

Each item on the Form of Quotation shall have a reasonable price relative to the other items. Under no circumstances will an unbalanced quotation be considered. The Township of Lucan Biddulph shall be the sole judge in such matters. The Township reserves the right to reject any quotation that it determines is unbalanced.

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GENERAL SPECIFICATIONS

1. **SCOPE**

The Township of Lucan Biddulph seeks quotations from suppliers of Dust Suppressants and Road Stabilization products as specified.

2. **PRICING**

Quotations must be firm pricing for the complete supply of the item specified, noting all applicable extra charges, including delivery charges.

3. **SALES TAXES**

The quoted prices shall be unit prices excluding HST. Harmonized sales tax shall be clearly shown on submitted invoices as applicable.

4. **COMPLETE WORK**

It is the intention of this Request for Quotation to supply and deliver Dust Suppressants and Road Stabilization products to the various locations in the Township. All vehicles delivering product are to be in proper and safe operating condition, and all deliveries must be made by carriers properly licensed, trained, and insured and all loads must be within the gross weight and axle weight laws of the Province. The dust suppressant to the road base shall be applied by a controlled pump for consistent application with the minimum application width of 3.35 metres or approved equivalent.

5. **DURATION OF QUOTED PRICE**

Prices submitted by a supplier for materials and services shall be binding upon the supplier until the 1st of April in the year following the year in which the quote is submitted, unless otherwise specified on the form.

6. **SUBCONTRACTORS**

All subcontractors shall abide by the terms of this quotation.

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MATERIAL SPECIFICATIONS

1. In this quote, the following definitions are specific.

Liquid Calcium Chloride means liquid calcium chloride solution containing a minimum of 35 per cent by mass of pure Calcium Chloride.

Effective Chloride Composites means liquid solutions containing a minimum combination of calcium and magnesium by mass of 18 per cent.

2. **DELIVERY CONDITIONS**

The contractor shall deliver liquid product in truckload quantities to the Municipality, under normal conditions, given 1 full day advance notice.

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

The application(s) of any type of dust suppressant shall meet OPSS Specification #506 including full pressure application systems. The quote is to be based on supply and application of full truckload units.

3. **SPECIFICATION for DUST CONTROL**

For the purpose of this quote, the effective chlorides for dust control purposes are considered to be magnesium and calcium chloride (minimum 18%) by mass in the solution(s) being quoted

The Ontario Provincial Standard Specifications #506 will govern this tender.

- i) 35% Calcium Chloride

1 Flake Equivalent Ton = 325.7 Gallons = 1480.7 Litres

1 Flake Metric Tonne = 359.04 Gallons = 1632 Litres

- ii) Alternative

For products containing less than 35%, please state the respective combined composition of calcium and magnesium chloride (minimum 18%) by mass in the solution(s) being quoted:

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Effective Chloride Composites:

Total Effective Chloride Percentage _____ %

For comparison purposes:

1 unit of 35% Calcium Chloride = _____ unit(s) of
Alternative Product (Comparison Factor)

The Municipality reserves the exclusive right to determine the ratio of equivalency when analysing quoted prices based on previous experience, product reliability, field performance, geographic conditions, and desired results.

4. MATERIAL SAFETY DATA SHEET

Each quote must be accompanied by an M.S.D.S. specifically listing:

- i) Place of manufacture
- ii) Company of manufacture

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FORM OF QUOTATION

FOR THE SUPPLY OF DUST SUPPRESSANTS FOR 2023

I/WE, THE UNDERSIGNED, HEREWITH AGREE TO SUPPLY DUST SUPPRESSANTS AND ROAD STABILIZATION PRODUCTS IN ACCORDANCE WITH THE SPECIFICATIONS ISSUED BY THE TOWNSHIP OF LUCAN BIDDULPH, AT THE ATTACHED PRICES;

Name of Bidder _____

Address _____

HST # _____

TELEPHONE _____ FAX _____

EMERGENCY CONTACT NUMBER _____

AUTHORIZED SIGNATURE

DATE

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FORM OF QUOTATION

FOR THE SUPPLY OF DUST SUPPRESSANTS FOR 2022

1. Prices

i) Liquid Calcium Chloride 35% Solution

Supplied and Applied in Truckload Quantities

<u>Unit of Measure</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended</u>
Flake Equivalent Tonne	300		
		13% HST	
		Total Tender	

-or-

ii) Effective Chloride Composites

Supplied and Applied in Truckload Quantities

<u>Unit of Measure</u>	<u>Quantity</u>	<u>Equivalent Quantity</u>	<u>Unit Price</u>	<u>Extended</u>
Flake Equivalent Tonne	300			
			13% HST	
			Total Tender	

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Bidder shall list a complete list of equipment that is available to complete this contract.

TYPE OF EQUIPMENT	INTENDED USE	OWN OR RENT

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