



MUNICIPALITY OF GREENSTONE

BOX 70, 1800 Main Street
Geraldton, Ontario P0T 1M0
Telephone 807-854-1100
Facsimile 807-854-1150

PUBLIC SERVICES DEPARTMENT TENDER NO. PS-2017-3

SUPPLY & DELIVERY OF FLAKE CALCIUM CHLORIDE

INSTRUCTIONS TO BIDDERS

1. GENERAL DESCRIPTION

This Tender is issued for the procurement of the Supply & Delivery of Flake Calcium Chloride for the Municipality of Greenstone road maintenance program.

2 DATE AND PLACE FOR RECEIVING TENDER SUBMISSIONS

Tenders are to be submitted in duplicate in a sealed envelope by 4:00 p.m., local time, Tuesday, March 28, 2017, marked as shown in the box below:

<p style="text-align: center;">TENDER FOR SUPPLY & DELIVERY OF FLAKE CALCIUM CHLORIDE Gabrielle Lecuyer, Clerk Administration Office Municipality of Greenstone P.O. Box 70, 1800 Main Street Geraldton, Ontario P0T 1M0</p>

Tenders will be opened publicly at 4:10 pm on Tuesday, March 28, 2017 (following the tender submission deadline). Tenders will be awarded at the next scheduled meeting of Council. The Council meeting schedule is accessible via the CIVICWEB Council Portal posted on the Greenstone municipal website www.greenstone.ca. Council meeting dates can also be verified by the Municipal Clerk at Tel. (807) 854-1100. **Tenders received after 4:00 p.m., Tuesday, March 28, 2017, will be returned unopened.**

Bids must be submitted on the attached "Tender Form." The complete tender document is to be submitted, (in duplicate), unless otherwise specified.

The Corporation of the Municipality of Greenstone will not be responsible for any submission which is lost or misplaced as a result of failure to address or seal the envelope as instructed.

All unit prices must be clearly indicated and all extensions and lump sum prices written in legible figures.

The bid must not be restricted by a statement added to the submission or by a covering letter, or by alterations to the Tender Form, as supplied by the Municipality of Greenstone unless otherwise provided herein.

The Tender Form must be signed in the space provided on the Tender Form, with the signature of the bidder and/or responsible official of the firm. If a joint tender form is submitted, it must be signed and addressed on behalf of each of the bidders.

3. CONFIDENTIALITY

Refer to By-law 05-27 and By-law 15-81, posted on the municipal website under the Tenders heading.

4. CLARIFICATION

It will be the bidder's responsibility to clarify any details in question before submitting a bid. Any inquiries must be in writing and addressed to both:

- 1) Robert Gendreau, Manager of Public Works
- 2) Katherine Alton, Public Services Executive Secretary

Municipality of Greenstone
1800 Main Street, PO Box 70
Geraldton, Ontario P0T 1M0
Phone number (807) 854-1100
Fax number (807) 854-1150
Email: robert.gendreau@greenstone.ca
katherine.alton@greenstone.ca

An addendum will be issued for items that require clarification or if an error is identified. It is the bidder's responsibility to check the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property> for any Addenda or updates prior to submitting a bid.

5. WITHDRAWAL OF TENDER

Refer to By-law 05-27 and By-law 15-81, posted on the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>

6. DISQUALIFICATION OF BIDDERS

Refer to By-law 05-27 and By-law 15-81, posted on the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>

7. ERRORS AND CORRECTIONS

Refer to By-law 05-27 and By-law 15-81, posted on the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>

8. ANNOUNCEMENT

Tenders are officially approved and awarded by resolution of Council. No announcement concerning the awarding of any Tender will be made until approval is granted by Council.

9. ACCEPTANCE OR REJECTION OF TENDERS

Refer to By-law 05-27 and By-law 15-81, posted on the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>

10. INDEMNITY

The Contractor shall indemnify and save harmless the Corporation of the Municipality of Greenstone from and against all liens, damages, losses, claims, demand payments, suits, actions, recoveries and judgments of every nature and description brought against him and/or the Municipality by reason of any act or omission of the said contractor, his agents, or employees in the execution of, or as a result of the work or in the guarding of it. All permits and fees applicable shall be acquired and paid for by the Contractor.

11. HEALTH & SAFETY

The Corporation of the Municipality of Greenstone recognizes and promotes good health and safety in order to prevent injuries and occupational illnesses.

Successful bidder(s) must be prepared and will be expected to demonstrate, illustrate and make aware of all applicable features of the equipment being purchased by the Municipality of Greenstone in regards to health and safety concerns.

SPECIFICATIONS

1. SCOPE AND PURPOSE

The Municipality of Greenstone seeks to procure product services in respect of the supply & delivery of flake calcium chloride, for use as a dust suppressant for road maintenance. The flake calcium chloride must meet the OPSS 2501.

2. TERM OF CONTRACT OR COMPLETION DATE

This contract is for annual supply and delivery of the specified product quantity for a three year term (2017 to 2019).

The successful bidder shall deliver the specified quantity of calcium chloride no later than May 15 of each contract year, during the regular working hours of Public Works staff (7:30 am to 4:00 pm, Monday to Friday).

3. DETAILS OF THE ITEM(S) AND/OR SERVICE(S) REQUIRED

The product must represent a **minimum** concentration of 77% calcium chloride.

Flake Calcium Chloride Delivery Destination:

**FOB Municipality of Greenstone
Geraldton Ward Public Works Yard
210 First Avenue NW
Geraldton, Ontario, P0T 1M0**

(50) fifty, (1 tonne) bags per annual delivery

MSDS sheets are to be provided upon delivery.

TERMS & CONDITIONS

1. The price quoted on the Tender Form is a **FIRM PRICE**.
2. The price **IS TO INCLUDE** all duty, taxes (other than HST), customs, clearances, cartage, freight and all other charges now or hereafter imposed or in force.
3. The price **IS TO INCLUDE** all travel, accommodation and disbursement costs associated with service.
4. **HARMONIZED SALES TAX (HST)** to be **EXTRA**.
5. All taxes must be **SHOWN SEPARATELY** on invoicing i.e. Harmonized Sales Tax (HST).
6. I/We agree that the Municipality of Greenstone has the right to contract that service which in its opinion most closely represents its best interest.

CONFIRM AND ACKNOWLEDGE THE ABOVE: _____

HEALTH & SAFETY

The Corporation of the Municipality of Greenstone recognizes and promotes good health and safety in order to prevent injuries and occupational illnesses.

Successful bidder(s) must be prepared and will be expected to demonstrate, illustrate and make aware of all applicable features of equipment being purchased by the Municipality in regards to health and safety concerns.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

A. INSURANCE – RISK AND INJURY

1. LIABILITY INSURANCE

The Contractor shall obtain and maintain Comprehensive General Liability Insurance against Bodily Injury and Property Damage claims.

- a) Such insurance shall include coverage for:
 - i. Completed Operations,
 - ii. Non-Owned Automobile Liability,
 - iii. Occurrence Property Damage.
- b) Shall contain a clause stating that such insurance shall remain in force and not be amended, cancelled or allowed to lapse without thirty (30) days prior written notice being given to each of the named insured.
- c) Be subject to an inclusive limit of not less than \$2,000,000.00.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

2. AUTOMOBILE INSURANCE

The Contractor shall insure and maintain against liability for Bodily Injury and Property Damage caused by automobiles owned or leased by the Contractor.

- a) Such insurance shall be subject to an inclusive limit of not less than \$2,000,000.00.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

B. OPERATOR OR DRIVER

- a) A competent operator shall be provided by the Contractor for each piece of equipment covered by these specifications.
- b) All Contractors that are hired to engage in Surface Mining must have **SURFACE MINER CERTIFICATION**, a copy of which shall be provided to the Municipality of Greenstone.
- c) Drivers shall be the holders of valid **DRIVER’S LICENSES** covering the size of vehicles utilized.
- d) All Contractors must supply their Operators with **HARD HATS, VESTS, JACKETS/OVERALLS or COVERALLS** as per Section 69.1 *Construction Projects – O.Reg. 213/91*.
- e) All Contractors that are hired to work on Municipal roads are required to provide their own **TRAFFIC CONTROL** and must conform to Book 7, “The Ontario Traffic Manual Temporary Conditions” as required.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

C. INDEMNITY

The Contractor shall indemnify and save harmless the Corporation of the Municipality of Greenstone from and against all liens, damages, losses, claims, demand payments, suits, actions, recoveries and judgments of every nature and description brought against him and/or the Municipality by reason of any act or omission of the said contractor, his agents, or employees in the execution of, or as a result of the work or in the guarding of it. All permits and fees applicable shall be acquired and paid for by the Contractor.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

D. CONTRACTOR’S UNDERSTANDING

It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the quality of materials to be encountered, the character of equipment and facilities needed in the completion of the work.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

E. HEALTH & SAFETY

- a) **Contractors will follow the Occupational Health and Safety Act and Regulations for Industrial Establishments and Construction Projects.**

- b) **Contractors will follow the Policies and Procedures set out in the Municipality of Greenstone Health and Safety Manual, available on the Municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>**
- c) Contractors will follow the Policies and Procedures set out in their own Health and Safety Operations Manual.
- d) Contractors, workers, operators and drivers shall be competent workers.
- e) Contractors are fully trained in the operation of their equipment and can provide documentation to prove so.
- f) Contractors will provide their own traffic control personnel, devices, signs and traffic protection plans in accordance with “The Ontario Traffic Manual Temporary Conditions” Book 7, and sections 67, 68 and 69 of *O.Reg. 213/91 - Construction Projects*.
- g) Contractors have training files on all employees.
- h) Where applicable, all excavator operators are trained in trenching and will follow the correct trenching protocol as indicated in the OHSA.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

F. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

In accordance with the Accessibility for Ontarians with Disabilities Act, 2005” Accessibility Standards for Customer Service”, every provider of goods and services (Contractor) who interact with the public or other third party on the Municipalities behalf, must have Accessible Customer Service Training.

Contractors are fully responsible for providing Accessible Customer Service Training to all of their staff who provides these services. Training shall include but not limited to:

- How to interact and communicate with persons with various types of disabilities
- How to interact with persons with disabilities who use assistive devices or require assistance of a guide animal, or a support person
- How to use equipment that is available on the premises that may help in the provision of goods or services
- What to do if a person with a particular type of disability is having difficult accessing the provider’s good or services

- Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

Contractors are also responsible to ensure that their subcontractors who may interact with the public or other third party on the Municipalities behalf have been trained to the same standards as outlined above.

Free AODA Customer Service training resources are available at:
<http://www.greenstone.ca/content/accessibility>

Training Records: Contractors must keep records of all training, including dates when training is provided, the number of employees who receive training and individual training records. Contractors are required to ensure that this information will be made available if requested by the Municipality of Greenstone or by Ontario's accessibility authorities.

CONFIRM/ACKNOWLEDGE THE ABOVE: _____

TENDER FORM

SUPPLY & DELIVERY OF FLAKE CALCIUM CHLORIDE

I/We, the undersigned, do hereby tender and offer to enter into contract with the Corporation of the Municipality of Greenstone for the **Supply & Delivery of Flake Calcium Chloride** in accordance with the attached Terms and Conditions and all the specifications and terms of the Corporation's tender which are set forth below and attached at the prices indicated in the space provided for that purpose.

DESCRIPTION	CONCENTRATION OF CALCIUM CHLORIDE (state)	
<p style="text-align: center;">ONE HUNDRED and FIFTY (150), 1 TONNE BAGS</p> <p style="text-align: center;">(50 bags per year over a 3 year term)</p> <p style="text-align: center;">FOB MUNICIPALITY OF GREENSTONE</p>	_____ % FLAKE CALCIUM CHLORIDE	
BID (price per 1 tonne bag)	HST	TOTAL

ALL BID RATES MUST SHOW TAXES SEPARATELY

TENDER PS-2017-03: Supply & Delivery of Flake Calcium Chloride

NAME _____

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

SIGNATURE _____

DATE _____

I hereby confirm/acknowledge that I have read and understand the instructions, specifications and terms and conditions contained in this document.

Signature of Bidder

ANY OR ALL TENDERS MAY NOT NECESSARILY BE ACCEPTED