

**REQUEST FOR TENDER
SUPPLY AND APPLY DUST CONTROL
RFT 25-01**



ISSUE DATE: Wednesday, February 12, 2025

CLOSING DATE: Friday, March 7, 2025

CLOSING TIME: 11:00 A.M., local time

LOCATION: Municipality of Bayham
P.O. Box 160
56169 Heritage Line
Straffordville, ON,
N0J 1Y0

Attention: Steve Adams,
Manager of Public Works

LATE SUBMISSIONS WILL NOT BE ACCEPTED

NOTE: It is the Bidder's sole responsibility to ensure their submissions are received in a sealed enveloped clearly marked with RFT 25-01 by the time and date specified within the document.

The Lowest or Any Bid Will Not Necessarily Be Accepted

**Municipality of Bayham
P.O. Box 160
56169 Heritage Line
Straffordville, ON
N0J 1Y0**

Company Name:

Please return this cover sheet with your submission

Section 1 – General Specifications

1.0 SCOPE

The scope of RFT 25-01 is to obtain a Contractor for the supply and application of liquid solutions for the use in dust control and road stabilization in the Municipality of Bayham.

The quantities shown in RFT 25-01 are expressed as flake metric tonne equivalents.

2.0 INFORMATION FOR BIDDERS

Bidders failing to follow the requirements of the bid process may result in their tenders being rejected.

2.1 Inquiries

Inquiries are to be directed to:

Steve Adams,

Manager of Public Works

The Corporation of the Municipality of Bayham,

56169 Heritage Line, Straffordville, Ontario N0J 1Y0

Email: sadams@bayham.on.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 posted on the [Municipal Website](#) (Bids & Tenders Section). It is the responsibility of the Bidder to ensure they have reviewed all addendums prior to submitting a bid. A response may not be provided for inquiries that are received later than 2:00 PM, three (3) business days prior to closing.

2.2 Tender Submission

All Tenders must be submitted upon the documents provided, duly completed & signed (where applicable), and must include:

Complete Form of Tender:	Section 1:	Bidder Information
	Section 2:	Schedule of Items & Prices

2.3 Form of Tender

The Form of Tender must be completed in ink, in full, signed and returned in a sealed envelope clearly marked with the name and address of the bidder, title of tender & contract number, facsimiles and emails are not acceptable.

2.4 Tender Submission Closing

Sealed tenders for RFT 25-01 Supply and Apply of Dust Control will be received at the office of the Municipality of Bayham, 56169 Heritage Line, Straffordville, ON in a sealed envelope up to 11:00 am, local time on Friday, March 7, 2025.

2.5 Late Submissions

Tenders received by the Corporation of the Municipality of Bayham later than the specified closing time will be returned unopened to the Bidder.

2.6 Withdrawal or Alteration of Tenders

A Bidder who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and

invalidate all tenders previously submitted by that Bidder as it applies to this tender.

A Bidder may withdraw a submitted tender at any time up to the official closing time. Withdrawal requests received after the tender closing time will not be permitted.

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. Telegrams, facsimiles (faxes), emails, or telephone calls will not be accepted.

Tenders withdrawn under this procedure cannot be reinstated.

2.7 Tender Changes & Addendums

Any and all changes to the terms, conditions or specifications required before the tender closing will be issued by the Municipality in the form of a written Addendum. If Addenda are issued, their receipt must be acknowledged by the bidders in the appropriate section of the Form of Tender.

2.8 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 work. 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.

Prices bid must include all incidental costs and the Bidder must be satisfied as to the full requirements of the tender. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the Bidder require more information or clarification on any point, it must be obtained prior to the submission of the Tender.

2.9 Completion of the Tender

The Form of Tender and other relevant documents must be completed in hard copy. All entries shall be clear, legible and made in a non-erasable medium. 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. Alterations may be made provided they are legible and initialed by the Bidder's signing officer. Tenders which 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. In the event of a discrepancy between the unit price and the total price, the unit price shall prevail.

2.10 Tender Accept or Reject

The Corporation of the Municipality of Bayham reserves the right to accept or reject any and all tenders. **Lowest or any other bid not necessarily accepted.**

The Corporation reserves the right to reject any or all tenders and to waive formalities as the interests of the Corporation may require without stating reasons therefore. Notwithstanding and without restricting the generality of the statement immediately above, the Corporation 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 or service;
- 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.

The Corporation 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 nonacceptance by the Corporation of any tender or by reason of any delay in the acceptance of a Tender except as provided in the tender document.

Where the tender documents do not state a definite delivery/work schedule and a submitted tender is based on an unreasonable delivery/work schedule, the tender may be rejected.

2.11 Tender Firm Pricing

Tenders are to remain in firm for the acceptance for a period of sixty (60) days from the date of tender closing.

2.12 Tendered Values

All prices must be stated in Canadian funds. Prices must be also inclusive of customs, duty, and freight if applicable.

2.13 Tender Award Procedures

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

Unless stated otherwise the following procedures will apply:

- a) The Corporation will notify the successful Bidder that his/her Tender has been accepted, within sixty (60) calendar days of the Tender closing.
- b) Notice of acceptance of Tender will be by telephone and/or by written notice.
- c) Immediately after acceptance of the Tender by the Corporation, the successful Bidder shall provide the Corporation with any required documents within fourteen (14) calendar days of the date of notification of award.

2.14 Addenda

If required by the Corporation, addenda will be posted on the [Municipal Website](#) (Bids & Tenders Section). It is the responsibility of the bidder to ensure they

have reviewed all addendums prior to submitting a bid. Bidders shall be required to acknowledge receipt of addenda on the Bidder's Information / Addenda Acknowledgement Form contained in the bid document.

2.15 Tender Selection

The acceptance of a Tender will be contingent upon, however not limited to, the following considerations:

- a) Ability to meet or exceed the specifications and requirements
- b) Compliance with Tender process
- c) Tendered Price
- d) Staff review and recommendation
- e) Lowest or any other bid not necessarily accepted.

NOTE: For clarity the 'Unit Price in Flake Equivalent Tonnes' will be utilized to determine the low bid.

3.0 TERMS AND CONDITION OF TENDERING WITH THE MUNICIPALITY

3.1 Schedule of Work

Generally in the Municipality of Bayham dust control is to be applied between May 1 to June 30th in each year in which the contract is in effect, subject to weather conditions. Liquid shall be supplied by the contractor within 48 hours notification by the Municipality.

The Municipality may elect/require additional liquid applications during the summer months.

3.2 Location of Work

The work will be located within the Municipality of Bayham on gravel roads and a holding tank located at 8354 Plank Rd, Bayham, ON. The Municipality will supply mapping to the successful Bidder.

3.3 Supply of Materials

All materials necessary for the completion of the work shall be supplied by the contractor, except as specifically noted, and the payment provided in the contract shall be deemed to include full compensation of such materials.

The Contractor shall supply a list of suppliers of materials related to the tendered works.

3.4 Ontario Provincial Standards General Conditions of Contract

Unless otherwise noted, the general terms and conditions of the Ontario Provincial Standards General Conditions of Contract (OPS-GC), shall prevail.

The Ontario Provincial Standards and Specifications (OPSS) and the Ontario Provincial Standard Drawings (OPSD) as well as the MTO Standard Specifications and Standard Drawings, form part of this contract.

The text of all the OPSS's are contained in the Manual "Ontario Provincial Standard Specifications":

Volume 1	Construction
Volume 2	Materials

OPSD's are contained in the Manual "Ontario Provincial Standards for roads and Municipal Services" Volume 3.

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.

35% Calcium/ Magnesium Chloride solution shall be a solution containing not less than 27% by mass of calcium chloride plus magnesium chloride in sufficient amount to yield a combined calcium chloride equivalency of not less than 35% calcium chloride using industry or MTO standards for equivalency ratings. In either case the resulting solution shall have a pH between 6 and 9 and shall not contain any other impurities exceeding 2% by mass and shall not contain any amounts of hazardous impurities exceeding levels permissible by any agency, regulatory or other governing body.

The onus of proof of compliance shall rest solely on the supplier of any such products who shall supply representative certificates of analysis and other such reasonable documentation upon demand to support compliance with the above specifications

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 application will be performed in conformity with OPSS 506, including the supply of the equipment as specified in OPSS 506, specifically the mixing tank and distributor.

3.5 Quality Assurance Testing

The Municipality may test the Calcium chloride solution provided by the contractor as frequently as required to establish acceptability of the materials being provided. All products quoted on shall have a Certified Laboratory Product Report returned with this document.

3.6 Weigh Tickets

Weigh tickets provided to the Municipality are to show the net weight in both liquid tonnes and flake tonne equivalent.

3.7 Length of Contract

Term of Contract to be April 1, 2025 - December 31, 2027 with three (3) additional mutual one-year renewal options.

3.8 Indemnification

The successful Bidder shall indemnify and hold harmless The Corporation, 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 Corporation and against all loss, liability, judgments, claims, suits, demands or expenses which The Corporation 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.

3.9 Insurance Requirements

a) Commercial General Liability

The successful Respondent(s) shall, at his/her expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the Municipality, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- i. A limit of liability of not less than \$2,000,000/occurrence.
- ii. The Municipality shall be named as an additional insured;
- iii. The policy shall contain a provision for cross liability in respect of the named insured;
- iv. Non-owned automobile coverage with a limit of at least \$2,000,000 including contractual non-owned coverage;
- v. Products and completed operation coverage (Broad Form) with an aggregate limit not less than \$2,000,000.
- vi. That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the Municipality;

b) Proof of Insurance

The successful Respondent(s) shall provide, together with its Executed agreement, a certificate(s) of insurance of certified copy(s) of the above-referred to policies, satisfactory to the Municipality, together with proof of renewal at least ten (10) days prior to expiry. Provided that if a certificate is provided, all requirements as above set forth must be shown on the said certificate and notwithstanding the provision of any certificate, the Municipality may require that the Respondent(s) provide a certified copy of the policy.

3.10 Workplace Safety & Insurance Board

The Tenderer shall provide the Municipality a valid WSIB Clearance Certificate.

All applicable current health and safety legislation and environmental legislation and regulations are considered the minimum requirements that the Contractor must meet. The Contractor must ensure that all of their employees and sub-contractors have safety training and certifications equal to, or exceeding, the requirements set forth in the current Occupational Health and Safety Act and current regulations. Health and Safety issues will always be given immediate attention by the Municipality and its representatives, and the Contractors and its sub-contractors.

All employees, contractors/sub-contractors, suppliers and visitors/residents must immediately report unsafe conditions, incidents, and accidents to the Project/Site Supervisor/ Inspector.

The Municipality takes pride in the commitment of our employees and contractors, and will take the necessary steps to ensure Health & Safety on all projects.

3.11 Regulation Compliance and Legislation

The successful Bidder shall ensure all goods, services and products provided in respect to this Tender are in accordance with, and under authorization of all

applicable authorities, Municipal, Provincial and Federal legislation laws applying thereto.

3.12 Ability and Experience of Bidder

It is not the purpose of the Municipality of Bayham 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 Corporation to determine whether a Bidder is qualified to undertake the award;

- a) The Bidder's ability and agreement to supply the product
- b) The Bidder's ability to work effectively with the Corporation staff and other representatives
- c) The Bidder's history with respect to providing satisfactory results and acceptable cooperation

A Bidder is invited to provide any additional information it determines will assist the Corporation in using the aforementioned criteria. The Corporation may reject the lowest or any submissions if after investigation and consideration, the Corporation concludes, in its opinion, that the Bidder is not able to supply the product in a manner satisfactory to the Corporation.

The Owner reserves the right to reject the tender of any bidder who does not furnish satisfactory evidence of sufficient capital, plant and experience to successfully execute and complete the work in the specified time. **THE CONTRACTOR SHALL BE ABLE TO DELIVER A MINIMUM OF 60,000L/DAY UPON 48 HOURS NOTICE.**

Tender Quantities are approximate and may be subject to change, dependent upon prices submitted.

The quantity indicated is an estimate based on expectations under normal conditions. The amounts may be adjusted to accommodate weather conditions or any other uncontrollable items. The Contractor agrees to honour the unit prices as quoted in this tender.

3.13 Cancellation

The Corporation reserves the right to immediately terminate the Contract at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

If the successful Bidder should neglect to execute the work properly or fail to perform any provision of this Award, the Corporation, after three (3) business days written notice to the successful Bidder, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the successful Bidder. Continued failure of the successful Bidder to execute the work properly shall result in a termination of Contract. The Corporation shall provide written notice of termination.

3.14 Governing Law

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

3.15 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 RSO, 1990. This information will be an integral component of the Tender submission.

All written Tenders received by the Municipality of Bayham become a public record, once a Tender is accepted by the Municipality of Bayham, and a contract is signed, all information contained in them 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 R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Clerk
The Corporation of the Municipality of Bayham,
56169 Heritage Line, Straffordville, Ontario N0J 1Y0
Telephone (519) 866-5521

The Clerk has been designated by the Municipality of Bayham Council to carry out the responsibilities of the Act.

3.16 Sub-Contracts

The contractor agrees to submit a list of any sub-contractors who will be carrying out any part of this contract. This list shall show the names of the proposed sub-contractors and for what work each sub-contractor will be responsible. The owners have the right to reject any of the contractors so named. In this event, the contractor shall arrange to have the work done by such other sub-contractor as may be approved by the owner.

Should the contractor cease operations, under no circumstances shall sub-contractors be allowed to continue the work unless, an authorized representative of the contractor is present at all times. The contractor shall notify the Municipality of Bayham in writing of the names and positions of the person or persons so representing the contractor.

As part of this Tender Package, Standard Forms for listing of any Sub-Contractors have been included. Tenderers shall include the completed form with their submission of Tender.

3.17 Further Terms and Conditions

The Bidder must agree to abide by all clauses and conditions.
The Municipality of Bayham reserves the right to increase or decrease the amounts required.

3.18 Harmonized Sales Tax (HST)

The Harmonized Sales Tax, will be calculated as per current government legislation @ 13 percent.

3.19 Terms of Payment

Unless otherwise stated herein, the Corporation'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:

Manager of Public Works

The Corporation of the Municipality of Bayham,

56169 Heritage Line, P.O Box 160, Straffordville, Ontario N0J 1Y0

Telephone (519) 866-5521

FORM OF TENDER SECTION 1:

BIDDER INFORMATION

QUOTATION SUBMITTED BY: _____

ADDRESS: _____

CITY: _____

POSTAL CODE: _____

SIGNATURE: _____ TITLE: _____

NAME: (Please print or Type): _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

HST REGISTRATION # _____

EMAIL ADDRESS: _____

DATE OF SUBMISSION: _____

FORM OF TENDER SECTION 2 - SCHEDULE OF ITEMS AND PRICES

I/We the undersigned agree to Supply and Apply Dust Control as required by and in compliance with the terms, conditions and specifications noted in RFT 25-01.

Further to section 3.4 of RFT 25-01 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.

- i. 35% Calcium Chloride
 - 1 Flake Equivalent Ton = 325.7 Gallons= 1480.7 Litres
 - 1 Flake Metric Tonne = 359.03 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 quote:

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 analyzing quoted prices based on previous experience, product reliability, field performance, geographic conditions, and desired results.

Liquid Calcium Chloride 35% Solution			
Description	Estimated Yearly Quantity in Flake Equivalent Tonnes	Unit Price in Flake Equivalent Tonnes	Total Tender
Supply and apply Liquid Calcium Chloride 35% Solution on various roads and locations in the Municipality of Bayham	300	+HST	+HST

-OR-

Liquid Calcium/Magnesium Chloride 35% Solution			
Description	Estimated Yearly Quantity in Flake Equivalent Tonnes	Unit Price in Flake Equivalent Tonnes	Total Tender
Supply and apply Liquid Calcium/Magnesium Chloride 35% Solution on various roads and locations in the Municipality of Bayham	300	+HST	+HST

-OR-

Effective Chloride Composites			
Description	Estimated Yearly Quantity in Flake Equivalent Tonnes	Unit Price in Flake Equivalent Tonnes	Total Tender
Supply and apply Effective Chloride Composites on various roads and locations in the Municipality of Bayham	300	+HST	+HST

NOTE: For clarity the 'Unit Price in Flake Equivalent Tonnes' will be utilized to determine the low bid.

I/We offer at the Unit Price in Flake Equivalent Tonnes tendered price of \$ _____ to supply and apply dust control pursuant to RFT 25-01 in the Municipality of Bayham.

Signature of Bidder: _____ Date: _____
 I/We have Authority to Bind the Corporation

1. Lowest or any quotation not necessarily accepted.
2. Each quote must be accompanied by an M.S.D.S. specifically listing:
 - a. Place of manufacture
 - b. Company of manufacture

The Corporation of the Municipality of Bayham

RFT 25-01 Supply & Apply Dust Control

List of Proposed Sub-Contractors		
Sub-Trade	Name of Proposed Sub-Contractor	Address of Sub-Contractor

To be completed and returned with tender.

**The Corporation of the Municipality of
Bayham RFT 25-01 Supply & Apply Dust
Control**

Tenderer's Experience in Similar Work			
Year Completed	Description of Work	For Whom Work Performed	Value

To be completed and returned with tender.