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City of Temiskaming Shores
Request for Tender
PWO-RFT-004-2024
Liquid Calcium Chloride

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

COVID-19 Statement

The health and safety of our residents, employees, visitors and service providers is our highest priority. By responding to this RFT, Bidders undertake to follow the provincial and/or municipal requirements (including physical distancing, use of personal protective equipment, etc.) that may prevail while performing within the scope of this Tender.

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1. Objective

The Temiskaming District Road Supervisor's Association is desirous to procure the supply, delivery and application of liquid calcium chloride.

2. Definitions

City – means The Corporation of the City of Temiskaming Shores

Members – means individual Municipalities identified under the Temiskaming District Road Supervisor's Association (TDRSA) and further identified within on page 25 "Municipal Locations"

Proponent(s)/ Bidder(s): means all persons, partnerships or corporations who respond to the RFT and includes their heirs, successors and permitted assigns.

Rate - the monetary remuneration requested as compensation for all equipment, labor, apparatus, operating costs including permits, and insurance, operation required for the successful completion of requirements specified.

Request for Tender; means this Request for Tender (RFT) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.

Specifications – detailed and exact non-restrictive written descriptions, instructions and drawings defining the Goods or Services requested in the Bid Document.

Successful Proponent/ Bidder: means the Proponent/Bidder whose RFT submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

TDSRA – means Temiskaming District Road Supervisor's Association

3. Submission

Submissions must be in a **.pdf format** and submitted electronically to:

tenders@temiskamingshores.ca

Subject Line: PWO-RFT-004-2024 "Liquid Calcium Chloride"

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive an email from the tenders@temiskamingshores.ca email account.

The closing date for the submission of Tenders will be at **2:00 p.m. local time on Wednesday, January 31st, 2024.**

- late Tenders will not be accepted;

- Tenders by fax will not be accepted;
- Tenders by mail will not be accepted;
- Partial Tenders are not accepted;
- The City reserves the right to accept or reject any or all Tenders;
- The lowest priced Tender will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Tender from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Tenders that are acceptable to both parties will be binding; and
- The Tenders shall be valid for 30 (days) from submission date.

The Form of Tender must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Tender by the City.

Line items and prices must be clearly indicated. The Bid must not be restricted by a statement added to the Tender form or by a covering letter, or by alterations to the Tender form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFT.

4. Questions

Any questions with respect to the specifications are to be directed to:

Mitch McCrank, CET

Manager of Transportation Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4113

Email: mmccrank@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Tender before presenting the submission. Questions relating to this Tender must be received by **January 23rd, 2024, 2:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFT document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the Tender may render the Tender invalid.

5. Amendments

The City at its discretion reserves the right to revise this RFT up to the final date for the deadline for receipt of Tenders. The City will issue changes to the RFT Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFT Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFT Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Tender. Failure to complete the acknowledgement may result in rejection of the Tender.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Tender submission in response to this RFT, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Tender without notice.

6. General Description

The Temiskaming District Road Supervisor's Association (TDRSA) was formed to act as a purchasing consortium for Member Municipalities herein referred to as "Members" and is not a legal entity. Its focus is to maximize value by combining requirements into cooperative contracts, realize further cost savings through reduction in administrative expenses and serve as a forum of the exchange of resources, and technical information. The program is voluntary and the Members independently determine whether they will participate in each purchase. The TDRSA represents tax-supported Municipalities within the District of Temiskaming.

The TDRSA is dedicated to providing value and resources to its Members through innovative and progressive procurement methods, practices and techniques while adhering to federal and provincial legislation, municipal bylaws and policies.

Participation in the TDRSA is voluntary and each Member determines for itself its participation in any contracts/ solicitations.

The Lead Agency for this Tender is considered to be The City of Temiskaming Shores hereby and further referred to as the "City". The City has issued this solicitation with the specifications incorporating the needs of all the participating Members.

7. Scope of the Work

The scope of the work involves the supply and application of calcium chloride solution on behalf of 13 separate and individual Member Municipalities, all located within close proximity within the District of Temiskaming. Each Member is jointly seeking pricing F.O.B. their municipal delivery locations as stated within. Each Member has consented to joint buying however, each Member will

accept the winning bid based on resolution of their respective Council and failure to accept by any one Member will have no impact on the Successful Bidder for the balance of the remaining Members.

The Successful Bidder shall endeavor to complete the work in its entirety within the earliest possible time frame, weather permitting. The Members accept no responsibility for the timing of the work process for circumstances beyond their control.

The quantities listed herein are for estimating purposes only.

The Members make no guarantee as to exact quantities estimated/used and reserves the right to revise quantities as the situation warrants and payment will be made for actual quantities used. For the sake of this contract all prices are to be quoted per liter.

The Successful Bidder shall furnish all equipment, machinery, plant, labour and materials necessary to complete the said works as specified

8. Guarantee Period

The Successful Bidder shall guarantee the materials effectiveness and application workmanship. The Project Authority (Manager of Transportation Services) reserves the right to make final judgment on the quality and effectiveness of the product and if deemed to be inferior, the Successful Bidder shall make good in a manner satisfactory to the individual Road Supervisor, the effectiveness of the product applied. Should the Successful Bidder fail to make necessary remediation to the satisfaction and as directed by the individual Road Supervisor then the Supervisor, at his discretion, may do so and the entire costs, charges and expenses incurred will be paid for by the Successful Bidder.

9. Failure to Complete the Work

Should the Successful Bidder be unable to carry out the terms and requirements of the task due to manufacturer's shortage, time delay or discrepancy of any kind, the Successful Bidder shall notify the individual Members immediately at time of order or as it becomes known and the Member retains the right to accept or not accept any back order, time delay, product change or discrepancy. The Member retains the right to cancel the order in whole or in part and procure the requirements with any other Bidder without any liability to the Member.

The Successful Bidder shall not be entitled to any damages whatsoever by reason of the termination of the work process as aforementioned, nor shall the Successful Bidder be entitled to make any claim under the said work process, except for any material applied prior to the termination of the process and only when it has been determined that the application was done effectively and in accordance with proper methods. If this agreement is so terminated, the Member reserves the right to declare the Successful Bidder ineligible to bid on any Municipal work for a 24 month period following default.

In the event that the Successful Bidder fails to carry out the terms and requirements of the application process in a manner satisfactory to the Members, The Members, in their sole and absolute discretion, shall have the right to terminate the said work process at any time, upon written

notice to the Successful Bidder. The Successful Bidder shall not be entitled to any damages whatsoever by reason of the termination of the work process as aforementioned, nor shall the Successful Bidder be entitled to make any claim under the said work process, except for any material applied prior to the termination of the process and only when it has been determined that the application was done effectively and in accordance with proper methods. If this agreement is so terminated, the City or Members reserve the right to declare the Successful Bidder ineligible to bid on any member's Municipal work for a 24-month period following default.

The Successful Bidder agrees that the individual Members may without liability terminate this entire agreement at any time on seven (7) days written notice to the Successful Bidder as a result of changes in the individual Members requirements or changes in the availability of funds.

10. Regular Hours of Work

All contracted maintenance equipment must be at the assigned route and be ready to engage in operations at a time specified by the Transportation/ Road Supervisor or his designate. For safety reasons, regular hours of work shall be considered as day light hours. No work shall continue after dark nor shall commence prior to sunrise.

11. Term of Agreement

The term of the contract shall be for 2024 spring / summer operations.

12. Extension of Contract or Purchase Order

The term of the contract or purchase order may be extended for a specific period with all terms and conditions stated in these documents to apply to such extension provided that both the City and the Successful Bidder agrees to such extension. At the City's sole discretion, the negotiating of terms may be applicable in the best interests of the City. The City shall notify the Successful Bidder of such extension within one (1) day of the initial contract closing date of its intension to seek an extension.

13. Basis of Payment

Payment will be made for actual litres applied.

The City reserves the right to add additional locations not specifically mentioned in this Tender as the need arises throughout the length of this agreement.

Payment to the Successful Bidder will be made under the specific item and the Bid price on the Tender form. Price quoted and payment shall constitute full compensation for all work performed. The Individual Members reserve the right to fluctuate quantities either above or below stated quantities. The Successful Bidder agrees that, subject to the Member's actual requirements, and availability of funds, the period of service within spring operations through 2019, may be altered by the Members without penalty or adjustment of the unit prices.

The Successful Bidder agrees to submit monthly invoices to each individual Member, identifying the equipment by license/equipment number, the rental period covered by the invoice, a brief description of the equipment for the quoted rate per litre.

All rates complete with operator shall constitute "unit price" and must be clearly indicated. The Bid must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender, as supplied by the City of Temiskaming Shores unless otherwise provided herein. All payments will be for the actual litres applied within the scope of the agreement or in excess thereof. Payment shall be full compensation for all insurance, maintenance, supply and operation of each unit and operator, including overtime as well as fuel needed for the performance of the work.

The Successful Bidder is responsible for the payment of wages of any employees hired by him/her and when requested, shall furnish evidence to the satisfaction to the City that these wages have been paid in full. The City reserves the right to withhold payment for such sum or sums of money due to the Successful Bidder as may be required to cover such default in addition to holding the Successful Bidder responsible for any loss or damage the City may suffer as a result of such default.

For the purpose of this Tender, prices should exclude applicable taxes but will be considered extra.

14. Project Authority

The Project Authority for issuance of the RFT is the Manager of Transportation Services for the City of Temiskaming Shores, reporting to the City Manager.

The awarding of the contract may be subject to the approval of City Council.

15. Tender Evaluation

Tenders that comply with the terms, conditions and specifications as outlined in the Tender will be evaluated on the basis of:

- Price (within allocated budget)
- Availability to perform the work and/or supply goods
- Previous performance evaluations

The City has issued this solicitation with the specifications incorporating the needs of all the participating Members. The inclusion of a Members requirements in this solicitation does not bind any Member to enter into a contract with the Successful Bidder. Each Member will make its own individual award to the Successful Bidder.

The City is the main contact relating to all bidding procedures and shall make a recommendation of contract award to the participating Members.

There is no guarantee of the value or volumes of work or that any Member will participate.

Any award on this Tender is conditional upon the Successful Bidder entering into an agreement to perform the goods and/or services as required by this Tender, within such time period as is satisfactory to the Members. Failing this, the Members reserve the right to cancel the award and

then re- award this Tender in whole or in part to any other Bidder, without any liability to the Successful Bidder, or to cancel this Tender in its entirety.

It is understood that the final award shall be based on individual Members needs and will not be based on total contract price. Contract award is subject to individual Member acceptance and further resolution of their respective Council. Failure to accept by any one Member will have no impact on the Supplier for the balance of the remaining Members.

The Successful Bidder shall execute any documentation, drafted in accordance with the terms of the Successful Bidder's Tender and any subsequent negotiations, within seven (07) days of the date of notification of the Successful Bidders selection.

Respondents not initially selected as the Successful Bidder hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of opening of their Tenders.

16. Post Award

Once a contract has been finalized by the City, the Successful Bidder will be required to enter into separate contracts with each participating Member. Each Member, in compliance with their own policies, procedures, rules and regulation, and in accordance with the same terms and conditions as outlined in this contract, will issue a Purchase Order or Agreement. Participating Members are responsible for their own receiving and payment process. The City shall assist participating Members, if requested, in resolving complaints or disputes with the Successful Bidder.

17. Firm Prices

Tenders submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than thirty (30) days.

18. Any or all Tenders Exceed Approved Budget

In the event that any or all Tenders exceed the approved budget, and staff are not prepared to seek additional funding, the City may, opt for one of the following:

- a) Approach the lowest Bidder to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
- b) Approach the top three Bidders to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or
- c) Advise all Bidders that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

19. Legal Claims and Damages

The City of Temiskaming Shores reserves the right not to accept a response from any person or corporation which includes any non-arm's length corporation and all related corporations thereto who, or which, has a claim or instituted a legal proceeding against the City or against whom the City

has a claim or instituted a legal proceeding with respect to any previous contracts, Bid submissions or business transactions who is listed as either the Proponent or Subcontractor or any vendor within the submitted responses.

Also, a Bidder, by submitting a Bid, agrees that it will not claim damages, by any means, in respect to any matter relating to the Tender, the Bidding and evaluation process or any subsequent procurement process, if any, resulting from this Bid.

20. Time is of the Essence

The City shall have the right to cancel at any time any contract or any part of any contract resulting from this Tender in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the written document, without incurring any liability whatsoever in respect hereto.

21. Goods, Materials and Equipment Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or agreement based on this RFT, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Tender meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

22. Tender Withdrawal or Amendment

Proponents may amend or withdraw their Tender, provided such withdrawal or amendment is received prior to the closing deadline. 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 the Bidder for this RFT. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

23. Right to Accept or Reject Submissions

The City does not bind itself to accept any Tender and may proceed as it, in its sole discretion, determines, following receipt of the Tenders. The City reserves the right to accept any Tender in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFT or in such respondent's Tender.

The City reserves the right to:

1. accept or reject any or all of the proposals;
2. if only one proposal is received, elect to reject it;
3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
5. to waive irregularities and formalities at its sole and absolute discretion.

24. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFT, whether before or after submission of the Tender, the City shall be entitled to reject or not accept the RFT submission.

25. Subcontracting

The Successful Bidder hereby understands and agrees that any or all Subcontractors/ Carriers hired to perform within the scope of this Tender are subject to all terms and conditions stated within, including and not limited to insurance requirements, and the Successful Bidder shall be held accountable.

The Successful Bidder shall ensure that all Subcontractors/ Carriers selected have experience in the Subcontract work described within the Tender documents, and that they will execute their work with competence and within the required time frame.

The Successful Bidder shall ensure that all Subcontractors/ Carriers shall be actively engaged in work of the type described and shall be able to show proof upon request by the City, of previous work of similar nature performed by them.

The City reserves the right to reject a proposed Subcontractor/ Carrier for reasonable cause. Upon such rejection, the Bidder will be required to propose an alternate Subcontractor/ Carrier and to identify any resulting change to the Bid Price. This change can affect the status of the low Bid, and may result in a different Bid becoming low.

26. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Tender, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the Tender of each proponent (Conflict of Interest Declaration).

27. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

Automobile Liability Insurance (If Applicable)

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

The policies shall include City of Temiskaming Shores as an additional insured, and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the agreement, and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

28. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

The Successful Bidder must remain in good standing with the Worker's Compensation Board throughout the duration of the Contract. The Successful Bidder clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the City of Temiskaming Shores under the Workers Compensation Act, and the Successful Bidder shall be responsible for and pay all dues and assessments payable under the Worker's Compensation Act., the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall furnish the City with satisfactory evidence that he/she has complied with the provisions of such Act. If the Successful Bidder shall fail to do so, the City or Members shall have the right to withhold payment for such sum or sums of money due to the Successful Bidder as may be required to cover such default and the City or Members shall have the right to make such payment.

Information on coverage under the Worker's Compensation Act can be obtained directly from the Worker's Compensation Board.

Traffic control and traffic control flagging personnel if required, shall be in accordance with Ontario Traffic Manual Book 7 "Temporary Conditions" dated March 2001 or any subsequent and updated releases.

29. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

30. Freedom of Information

Upon submission, all Tenders become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Tenders will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the Tender should be clearly identified.

31. Nature of Request for Tender

This RFT does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

32. Preparation of Tenders

All costs and expenses incurred by the Proponent relating to its Tender will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Tenders or the cancellation of this RFT.

33. Finalizing Terms

This RFT will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's Tender is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's Tender, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's Tender without offering the other proponents, the right to amend their Tenders.

34. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's Tender and any subsequent negotiations, within seven (7) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to thirty (30) days following the date of submission of their Tenders.

35. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. The award of a contract may be made in writing to the successful proponent by way of a By-law, Resolution or Purchase Order. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

36. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

37. Termination

The Successful Bidder agrees that where, in the opinion of the City, the Successful Bidder fails to satisfactorily perform any of the Successful Bidder's obligations under this agreement, and the City may at their own discretion, give written notice to the Successful Bidder, terminating the agreement.

The Successful Bidder agrees that the City may without liability terminate this entire agreement at any time on one (1) day written notice to the Successful Bidder as a result of changes in the Member's requirements.

In the event any Member must terminate this agreement or lessen the quantities due to a change in requirements, the Member agrees to pay the Successful Bidder, for the quantities applied up to and including the date of termination, and only when it has been determined that the application was done effectively and in accordance with proper methods.

38. Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- 1) That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and

that each will cooperate in the common endeavor of the contract;

- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;
- 3) Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;
- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

39. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

40. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

41. Force Majeure

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

42. Errors & Omissions

It is understood, acknowledged and agreed that while this Tender includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this Tender, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the Tender is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Tender. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the Tender and/or Agreement.

43. Delivery Information

The Successful Bidder shall commence work as soon as possible following notification of acceptance and further, only upon notification of commencement from individual Road Supervisor for each Municipality. Notification of delivery and commencement can be on one (1) day notification, weather permitting at the discretion of the Road Supervisor.

The Successful Bidder is hereby advised that a pup trailer may be required in some locations due to lack of turnaround area (dead ends) and would be beneficial to the work process. Such areas shall be pre-determined by the individual Road Supervisor whom shall advise prior to delivery.

The prices stated in this Tender cover the goods, materials, fuels, insurance, articles or equipment, referred to herein, being delivered F.O.B. destination as specified within, fuel, insurance, freight, express, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment, shall accompany each delivery thereof.

Should an additional tax or duty or any variation in any tax or duty, become directly applicable to goods, materials, articles or equipment, specified or called for in this Tender, subsequent to its submission by the Bidder and before the delivery of the goods, materials, articles or equipment pursuant to an official order issued by the City the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.

Unless otherwise stated, all goods, materials, articles or equipment supplied pursuant to this condition shall be subject to inspection by the City at the point of unloading.

The Bidder agrees that the goods, materials, articles, equipment specified or called for in or under this Tender, will be delivered within the period set out herein as the guaranteed period of delivery or completion after receipt of an official order therefore.

44. Product Specifications

Calcium Chloride, Liquid, 35% Bulk, as per OPSS 506 (Nov. 2017), OPSS 2501 (Nov. 2021)

Material Specification for calcium chloride solution shall be in accordance with O.P.S.S. 2501 dated Nov. 2021 "Material specification for calcium chloride flake and calcium chloride solution".

The Members reserve the right to have materials tested on an intermittent and/or ongoing basis to ensure adherence to specifications.

45. Application Specification

Application procedures shall be in accordance with OPSS 506 dated Nov. 2017 “Construction specification for dust suppressants”.

46. Contract Specifications

Calcium Chloride, Liquid, 35% Bulk, as per OPSS 506 (Nov. 2017), OPSS 2501 (Nov. 2013)

Typical truckload size is 25,000 to 27,500 litres with minimum truckloads of 18,200 litres. Municipalities shall be invoiced individually as described by invoicing addresses below. **F.O.B. delivered and applied** to various locations within the municipalities stated below.

The work specified in the contract will be performed in strict accordance with the following provisions, Plans, Specifications & Conditions of tender PWO-RFT-004-2024

Special Provisions – N/A

Plans – N/A

Standard Drawings – N/A

Supplemental Specifications – N/A

Standard Specifications – OPSS 506 (Nov. 2017), OPSS 2501 (Nov. 2017)

General Conditions – OPSS MUNI General Conditions of Contract – Nov. 2019

MUNICIPAL LOCATIONS, INVOICING, DELIVERY AND ESTIMATED REQUIREMENTS

The participating Members are as follows.

Location	Estimated Quantities
Invoice to: Township of Harley, Site 9, P.O. Box 2, R.R. # 2 New Liskeard, ON P0J 1P0 F.O.B. Delivered and applied to various locations Township of Harley ATTN: Guy Godmaire, cell # (705) 648-4797	78,000 litres
Invoice to: Township of Ewanturel, P.O. Box 209, Englehart, ON P0J 1H0 F.O.B. Delivered and applied to various locations Township of Ewanturel ATTN: Virginia Montminy, cell # (705) 544-8200	26,000 litres
Invoice to: Township of Kerns, Site 9, P.O. Box 2, R.R. # 2 New Liskeard, ON P0J 1P0 F.O.B. Delivered and applied to various locations Township of Kerns ATTN: Guy Godmaire, cell # (705) 648-4797	78,000 litres
Invoice to: Township of Chamberlain R.R. # 3 Englehart, ON P0J 1H0 F.O.B. Delivered and applied to various locations, Township of Chamberlain ATTN: John OShank cell # (705) 544-3603, 705-544-8088 (office)	52,000 litres
Invoice to: Township of Hudson, Site 9, P.O. Box 2, R.R. # 2 New Liskeard, ON P0J 1P0 F.O.B. Delivered and applied to various locations, Township of Hudson ATTN: Shawn Morrow cell # (705) 648-4876	78,000 litres
Invoice to: City of Temiskaming Shores, P.O. Box 2050 Haileybury, ON P0J 1K0 F.O.B. Delivered and applied to various locations City of Temiskaming Shores, ATTN: Jamie Sheppard, office (705) 647-6220, cell # (705) 622-8844	156,000 litres
Invoice to: Township of Hilliard, 951678 Highway 569 R.R. # 3, Box 8, Thornloe ON P0S 1S0 F.O.B. Delivered and applied to various locations, Township of Hilliard, ATTN: Paul Rosborough (705) 563-8343	26,000 litres
Invoice to: Brethour Township, P.O. Box 537, Belle Vallee, ON P0J 1A0 F.O.B. Delivered and applied to various locations, Brethour Twp. ATTN: Allan Goddard (705) 647-8682 (garage) 705-647-1712 (office)	52,000 litres
Invoice to: Township of Casey, Site 9, P.O. Box 2, R.R. # 2 New Liskeard, ON P0J 1P0 F.O.B. Delivered and applied to various locations Township of Casey ATTN: Rene Cote cell # (705) 648-5367	28,000 litres
Invoice to: Township of Armstrong, P.O. Box 546, 35 – 10 th Street, Earlton, ON P0J 1E0 F.O.B. Delivered and applied to various locations Township of Armstrong ATTN: Caleb Fatheringham cell # (705) 648-4112	78,000 litres
Invoice to: The Corporation of the Municipality of Charlton and Dack, 287237 Sprucegrove Rd. R.R. # 2 Englehart, ON P0J 1H0. F.O.B. Delivered and applied to various locations, Charlton and Dack, ATTN: John Schen cell # (705) 544-3603	52,000 litres

Invoice to: Township of Harris, R.R. # 3, Site 4-96, New Liskeard, ON. P0J 1P0 F.O.B. Delivered and applied to various locations within Township of Harris. ATTN: Ernie MacKewn cell # (705) 648-5333	26,000 litres
Invoice to: Town of Temagami, P.O. Box 220, 7 Lakeshore Dr. Temagami, ON P0H 2H0 F.O.B. Delivered and applied to various locations within Township of Temagami. ATTN: Barry Turcotte cell # (705) 358-1870	78,000 litres

Typical truckload size is approximately and between 25,000 to 27,500 litres with minimum truckloads of 18,200 litres.

The quantities listed herein are for estimating purposes only. The Municipalities make no guarantee as to exact quantities estimated and the Municipalities reserve the right to revise quantities as the situation warrants and payment will be made for actual quantities placed.

**City of Temiskaming Shores
PWO-RFT-004-2024
Liquid Calcium Chloride**

Form of Tender

Each FORM OF TENDER should contain the legal name under which the Bidder carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Tender.

I/We, the undersigned, have carefully examined the attached documents and conditions of the Tender. I/We understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this Tender.

NOTE: All portions of "Form of Tender" must be accurately and completely filled out.

Section 1

Location	Quantity L	Unit Price	Sub Total	H.S.T.	Total, \$
F.O.B. Delivered and applied to various locations Township of Harley	78,000				
F.O.B. Delivered and applied to various locations Township of Evanturel	26,000				
F.O.B. Delivered and applied to various locations Township of Kerns	78,000				
F.O.B. Delivered and applied to various locations, Township of Chamberlain	52,000				
F.O.B. Delivered and applied to various locations, Township of Hudson	78,000				
F.O.B. Delivered and applied to various locations City of Temiskaming Shores	156,000				
F.O.B. Delivered and applied to various locations, Township of Hilliard	26,000				
F.O.B. Delivered and applied to various locations, Brethour Twp.	52,000				
F.O.B. Delivered and applied to various locations Township of Casey	28,000				
Form 1 to be submitted					

F.O.B. Delivered and applied to various locations Township of Armstrong	78,000				
F.O.B. Delivered and applied to various locations Township of Charlton – Dack	52,000				
F.O.B. Delivered and Applied to various locations Township of Harris	26,000				
F.O.B. Delivered and applied to various locations within the boundaries of the Township of Temagami	78,000				

I/We _____((Registered Company Name/Individuals Name) offer to supply the requirements stated within.

I/We hold the prices valid for 30 (thirty) days from submission date.

The specifications have been read over and agreed to this ____day of _____2024.

Company Name	Contact name (please print)
Title	Mailing Address
Telephone	Fax
Cell Phone (if possible)	Email

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our Tender.

Bidder’s Authorized Official: _____

Title: _____

Authorizing Signature: _____

Date: _____

Form 2 to be submitted

**City of Temiskaming Shores
PWO-RFT-004-2024
Liquid Calcium Chloride**

Non-Collusion Affidavit

I/We _____ the undersigned am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or Tender of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: _____ this _____ day of _____, 2024.

Bidder's Authorized Official: _____

Title: _____

Authorizing Signature: _____

Date: _____

Form 3 to be submitted

**City of Temiskaming Shores
PWO-RFT-004-2024
Liquid Calcium Chloride**

Conflict of Interest Declaration

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Tender submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Tender submission or the contractual obligations under the Agreement.

List Situations:

In making this Tender submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFT process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: _____ this _____ day of _____, 2024.

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 4 to be submitted

**City of Temiskaming Shores
PWO-RFT-004-2024
Liquid Calcium Chloride**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance
Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: _____ Company Name: _____

Phone Number: _____ Email: _____

I, _____, declare that I, or my company, are in **full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT in full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 5 to be submitted