



THE MUNICIPALITY OF  
**LAMBTON SHORES**

**Community Services**  
9577 Port Franks Road  
Thedford, ON N0M 2N0  
T: 519-243-1400 / 1-866-943-1400  
[www.lambtonshores.ca](http://www.lambtonshores.ca)

# **THE MUNICIPALITY OF LAMBTON SHORES**

**Request for Tender – 2025-04  
Dust Suppression**



## The Municipality of Lambton Shores

9577 Port Franks Road, Thedford, ON  
Telephone: (519) 243-1400  
Email: [dwood@lambtonshores.ca](mailto:dwood@lambtonshores.ca)  
[The Municipality of Lambton Shores](http://www.lambtonshores.ca)

January 17, 2025

**SUBMISSIONS** shall be received no later than the closing time and date noted below to the attention of Dan Wood, Transportation Manager, and must contain the below information on the cover of a sealed envelope.

Request for Tender Number	2025-04
Project Name	Dust Suppression
Closing Time and Date	February 13, 2025, 11:00:00 a.m., local time
Question Period Closing Time and Date	February 10, 2025, 11:00:00 a.m., local time

## **INFORMATION TO BIDDERS DOWNLOADING THIS DOCUMENT**

Bidders downloading this document from the Municipality of Lambton Shores website must register with the Public Works Department to be added to the Bidders List. Interested Bidders are required to complete the information below and return this form via email to:

[dwood@lambtonshores.ca](mailto:dwood@lambtonshores.ca)

Bidders who do not register may not receive any additional information or addendums relating to this project.

### **Bidder Registration Form**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/Town: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Project Name: 2025-04 – Dust Suppression



## **1.0 Request for Tender Details**

### **1.1 Purpose**

The Municipality of Lambton Shores (“the Municipality”) is issuing this Request for Tender (“RFT”) to seek interested Proponents for the supply and delivery of 300 flake equivalent tonnes of calcium chloride or an equivalent dust suppression. The scope of work is further detailed within this RFT document.

### **1.2 Background & Scope of Work**

The Municipality requires supply and delivery of 300 flake equivalent tonnes of calcium chloride or an equivalent dust suppression to various roads within the Municipality.



## **2.0 Submission Requirements**

### **2.1 General Requirements**

- a) The Municipality is requesting responses from Proponents who are both interested and capable of undertaking the project.
- b) The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the RFT.
- c) All information provided in response to this RFT must contain sufficient detail to support the services being proposed. Incomplete Responses will not be considered.
- d) The Proponent shall ensure they have carefully examined the provisions, plans, specifications, and conditions attached to this RFT and has carefully examined the site and location of the work to be done under this contract, and the Proponent understands and accepts the said provisions, plans, specifications and conditions and, for the prices set forth in this RFT, hereby offers to furnish all machinery, tools, apparatus' and other means of construction, furnish all materials, except as otherwise specified in the RFT, and to complete the work in strict accordance with the provisions, plans, specifications, and conditions attached to this RFT.
- e) It is agreed that the quantities contained within this RFT are estimates only and may increase or decrease slightly by the Municipality without alteration of the contract price. Any quantities below or above 25% of the tendered quantities will not result in any price adjustment.
- f) The Contractor, by way of submission of an RFT, promise to commence work on an "as required basis" and to diligently perform the work continuously when requested by the Municipality, upon acceptance of the RFT, without undue delay as specified and completes the work as detailed herein. It is expected that the work will be completed in its entirety by June 30, 2025.

If the Proponent fails or neglects to commence or to execute the work diligently, and at a rate of progress that will ensure the entire completion of the work within a reasonable time, or fail to observe and perform any of the provisions of this RFT, the Municipality may notify the Proponent to discontinue all work under this RFT. The Municipality may then employ such means necessary to complete the work, and in such a case, the Proponent shall have no claim for further payment in respect of work performed.

All vehicles and equipment are to be in safe and effective operating condition, and properly licensed carriers/drivers must make all deliveries. All loads must be legal within the gross weight and axle weight laws of the Province of Ontario, and tickets must be provided to the Municipality for their records.



Work hours shall be 6:00:00 a.m. to 5:00:00 p.m. Monday to Friday or at the discretion of the Municipality.

All shipments must be accompanied by a bill of lading stating the weight or liquid measure of quantity within the tank trailer. Any measuring device used must be certifiable by the Weights & Measures Branch of the Federal Government.

## 2.2 Specific Requirements

- a) RFT submissions for the aforementioned scope will be received via hard-copy only until 11:00:00 a.m., local time on February 13, 2025 to:

Lambton Shores Public Works Department  
9577 Port Franks Road  
Thedford, ON N0M 2N0  
Attn: Dan Wood, Transportation Manager

- b) Hard copy submissions shall be enclosed in a sealed envelope and Proponents should complete and affix the attached RFT cover sheet to their respective submission(s) which can be found in Appendix C.
- c) Submissions shall be submitted on the included Form of Tender, witnessed and/or sealed.
- d) Submissions must be fully legible. Submissions that are incomplete, unbalanced, conditional, or obscure, or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected as informal or void.
- e) Questions related to this RFT shall be directed to:

Dan Wood, Transportation Manager  
[dwood@lambtonshores.ca](mailto:dwood@lambtonshores.ca)

- f) The Proponent shall take out and keep in force until the date of acceptance of the entire work by the Municipality of Lambton Shores, a comprehensive policy of public liability and property damage insurance acceptable to the Municipality providing insurance coverage in respect of any one accident to the limit of at least \$5,000,000.00 exclusive of interest and cost against loss or damage resulting from bodily injury to, or death of, one or more persons and loss of or damage to property and such policy shall name the Municipality as an additional insured there under and shall protect the Municipality against all claims for all damage or injury including death to any person or persons and for damage to any property of the Municipality or any other public or private property resulting from or arising out of any act or omissions on the part of the Proponent or any of their employees or agents during the execution of the contract and the Proponent shall forward a certified copy of the policy or certificate to the Municipality before the work commences.



- g) A certified cheque made payable to the Municipality of Lambton Shores in the amount of 10% of the total tender price must be submitted with the tender. The cheque of the successful bidder will be held as a performance guarantee and be retained until the Municipality's acceptance of the work. The cheque of the second lowest bidder will be returned within 10 days of the award of Tender. The cheques of the remaining bidders will be returned within 10 days of tender closing.

**Tenders not accompanied by a certified cheque will not be considered.**

- h) Contractors will be required to provide a certificate of coverage from the Workplace Safety and Insurance Board prior to commencement of the work and/or prior to final payment being made for the work.
- i) Each bid must be accompanied by an M.S.D.S specifically listing: place of manufacture; and company of manufacture.
- j) The Municipality may require documentary evidence to affect that materials supplied by the Contractor comply with the terms of specification 506. Such evidence must be in the form of a certified copy of a laboratory report from a recognized testing company acceptable to the Municipality. No costs in connection with these tests shall be borne by the Municipality.



### **3.0 Submission Information**

- 3.1 Responses must be received in hard copy no later than the specified closing time and date, as per the above requirements.
- 3.2 Proponents may edit or withdraw a submitted Response at any time up to the official closing time. Respondents are solely responsible to:
  - make any required adjustments to their Response;
  - acknowledge the Addendum/Addenda; and
  - ensure the re-submitted Response is **RECEIVED** no later than the closing time and date.
- 3.3 The Municipality reserves the right to accept or reject any and all responses.
- 3.4 Responses are to remain firm for acceptance for a period of **ninety (90)** days from the closing time and date.
- 3.5 The acceptance and award of the Response, and any potential subsequent procurement processes, and/or execution of an agreement, contract or purchase order may be subject to approval by Council.
- 3.6 By submitting a response, the Respondent acknowledges and accepts all terms and conditions in this Response solicitation document and all policies and procedures as per the Municipality Procurement and Asset Disposal Policy.





#### 4.0 Terms and Conditions

##### 4.1 Questions/Addenda

- a) All questions, inquiries and clarifications regarding this RFT are to be submitted through email to the aforementioned Municipality contact. Inquiries must not be directed to other employees or Elected Officials. Submitting inquiries outside of this framework may result in your Response being rejected.
- b) The Municipality assumes no responsibility for any verbal (spoken) information from any Municipality staff or from any Consultant firms retained by the Municipality, or from any other person or persons who may have an interest in this Response.
- c) Amendments or changes to this RFT prior to the closing date and time stated herein will only be in the form of written addenda issued by the Municipality and distributed through email to the registered plan takers. It is the Proponents sole responsibility to inform itself of any distributed addenda.

Proponents must acknowledge all addenda as part of their submission. Failure to do so may result in rejection.

- d) The Municipality makes no promise or guarantee that addenda will be delivered by any means to any Respondent. By submitting a Response, the Respondent acknowledges and agrees that addenda shall only be emailed to registered plan takers and it is the sole responsibility of the Respondent to check for said addenda.
- e) Where a request results in a change or a clarification to the RFT, the Municipality will prepare and issue an addendum. No addendum will be issued within the forty-eight (48) hours prior to closing – not including Saturdays, Sundays and Statutory Holidays observed by the Municipality for regular business hours **with the exception of an addendum postponing the closing or cancelling of this RFT**. Respondents that have submitted Responses prior to the date and time cut-off for addenda issuance are solely responsible to monitor their email for further addendum and are therefore also solely responsible for submitting a complete new Response acknowledging any said addenda prior to the closing date and time of the RFT solicitation.

##### 4.2 Cancellation

- a) The Municipality reserves the right, at its absolute sole discretion, to cancel this contract with thirty (30) days written notice, without cause and without penalty.
- b) The Municipality reserves the right, at its absolute sole discretion, to cancel this contract with seven (7) days written notice, with cause and without penalty.



4.3 Rights Reserved by the Municipality

- a) The Municipality reserves the right to modify any and all requirements stated in the RFT at any time prior to the possible awarding of a contract.
- b) The Municipality reserves the right to cancel this RFT at any time, without penalty or cost to the Municipality.
- c) In the event of any disagreement between the Municipality and the Respondent regarding the interpretation of the provisions of the RFT, the Municipality shall make the final determination as to interpretation.

4.4 Verification of Information

The Respondent shall cooperate in the verification of information and is deemed to consent to the Municipality verifying such information.

The Municipality shall have the right to:

- a) Verify any Respondent statement or claim by whatever means the Municipality deems appropriate, including contacting persons in addition to those offered as references.
- b) Access the Respondent's premises where any part of the work is to be carried out to confirm Response information quality of processes and to obtain assurance of viability.



## **5.0 Project Specifications**

### **5.1 Description of Services to be Provided**

As noted herein, the Municipality requires supply and delivery of 300 flake equivalent tonnes of calcium chloride or an equivalent dust suppression to various roads within the Municipality of Lambton Shores.

### **5.2 General Specifications**

In general, all work shall be carried out in accordance with Ontario Provincial Standard Specifications (OPSS), Ontario Provincial Standard Drawings (OPSD), and the Municipality of Lambton Shores standards unless approved by the Municipality.

Standards and requirements not directly listed within this RFT are still applicable and must be adhered to.

The Ontario Provincial Standard 506 will govern this tender. Particular attention should be paid to section 506.05.03. Tenders will not be accepted for any product that does not meet this specification.

Liquid calcium chloride is to be composed of 35% Flake (77% CaCl<sub>2</sub>) or a Flake Equivalent Ton.

#### **Field Testing**

From time-to-time the Municipality may take samples of product being delivered for testing purposes and may submit such samples to an independent testing lab for analysis.

If the samples meet OPS specification section 506 section .05.03, the Municipality will pay for the cost of the test. If, however, the sample does not meet specification 506 Section 05.03, the Contractor will incur the cost of the testing, and the Municipality will assume the right to adjust their payment to the Contractor by the same percentage shortfall in the strength of the calcium chloride. This payment adjustment will be on the individual load OR all product received to date of testing. Following acknowledgement of receipt of non-specified product, the Municipality has the right to discontinue future shipments and has the right to recourse at Council's discretion.

### **5.3 Alternative Material Submission Checklist**

Should the Proponent be proposing an alternative equivalent material, the following checklist must be completed and provided as part of their respective submission(s). An alternative material shall be approved if the Municipality determines that the proposed material is satisfactory and complies with the intent for the purpose of the project.



Appropriately prepared “alternative” in accordance with the above must document how the material complies with the intent of the project, and how the material, method, or work proposed is at least the equivalent of that prescribed in the code in quality, strength, effectiveness, durability, and safety.

- \_\_\_\_\_ A. An overview statement that summarized the proposal.
- \_\_\_\_\_ B. Name of project and site location.
- \_\_\_\_\_ C. Specifics about the product including where it’s located, MSDS sheets, production, and applications.
- \_\_\_\_\_ D. Citation and description of the product proposed as an alternative.
- \_\_\_\_\_ E. Specifics of the alternate being proposed – include technical details and applications if necessary.
- \_\_\_\_\_ F. How this alternate complies with the Ontario Provincial Standards.
- \_\_\_\_\_ G. How this alternate material, method, or work is at least the equivalent of that prescribed in the standards in quality, strength, effectiveness, durability, and safety.
- \_\_\_\_\_ H. Applicable test results, product listing, or alternate compliance standards.
- \_\_\_\_\_ I. A statement of the company’s environmental practices and the green foot print of the alternative product.



**6.0 Request for Tender Bid Form**

# THE MUNICIPALITY OF LAMBTON SHORES

## Request for Tender – 2025-04 Dust Suppression

By: \_\_\_\_\_  
Name of Firm or Individual Tendering

Address: \_\_\_\_\_

Name of Person Signing for Proponent: \_\_\_\_\_

Position of Person Signing for Proponent: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Item	Description	Quantity	Unit	Unit Price (B)	Sub-Total (A x B)
1	Calcium Chloride	300	flake tonnes equivalent	\$ _____ /tonne	\$ _____
<b>13% HST</b>					<b>\$</b>
<b>Grand Total</b>					<b>\$</b>

**I/We**, the undersigned, having carefully examined the site of the proposed work, and having read, understood, and accepted the Specifications, Conditions, and Requirements listed herein, each and all of which form part of this Tender, hereby offer to furnish all machinery, tools, labor, apparatus, plant and other means of construction; all materials, except as otherwise specified in the Contract; and to complete the work in strict accordance with the Specifications, Conditions, and Requirements listed herein.

Should additions to or reductions from the quantities shown be made, additions to or deletions from the above price shall be as shown on the attached Schedule of Unit Prices.

**I/We** hereby agree that the work specified in the Tender will be performed in strict accordance with the Specifications, Conditions, and Requirements listed herein.

**I/We** hereby agree that the project shall start at the request of the Municipality, and be completed as per the stipulations of this tender.



**PROPONENT SIGNATURE**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position Held

I/WE have the authority to bind the Corporation:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WITNESS SIGNATURE**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Appendix A**  
**RFT Envelope Submission Cover**



THE MUNICIPALITY OF

**LAMBTON SHORES**

# **REQUEST FOR TENDER**

**CONTRACT NUMBER:**

**NAME OF RFT:**

**SUBMITTED BY:**