



March 18, 2025

**TENDER FOR THE SUPPLY, DELIVERY  
AND APPLICATION OF CALCIUM CHLORIDE  
( One-year Contract)  
CONTRACT #PW-2025-01**



**TOWNSHIP OF LANARK HIGHLANDS  
TENDER PW-2025-01  
Supply, Delivery, and Application of Calcium Chloride**

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Name of Firm or Individual

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Address

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Telephone and Fax Number

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Email Address

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Name of Person Signing for Firm

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Position of Person Signing for Firm

**TENDERS RECEIVED BY:**

Suzanne Charbonneau-Dent, CAO  
Township of Lanark Highlands  
75 George Street, P.O. Box 340  
Lanark, Ontario  
K0G 1K0  
[publicworks@lanarkhighlands.ca](mailto:publicworks@lanarkhighlands.ca)  
Telephone: (613) 259-2398 Ext. 239  
FAX: (613) 259-2291

Note: Personal information collected from applications is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, and will be used to determine qualifications. Questions about the collection of Information should be directed to the CAO/Clerk at the address indicated above

## 1. Invitation to Bidders

This Tender is an invitation by the Corporation of Lanark Highlands to prospective Bidders to submit a bid for the **Supply, Delivery, and Application of Calcium Chloride** as described in Sections A, B and C and inclusive of all submissions on the Bidding System. This is a one-year contract with a potential for two (2) one-year extensions as described within section 28 of this tender document.

## 2. Tender Timetable

Issue Date of Tender	March 18, 2025
Deadline for questions	April 1, 2025, 4:00 PM local time
Last addendum issue date (if any)	April 3, 2025, 4:00 PM local time
Submission deadline	April 8, 2025, 2:00 PM local time
Anticipated execution date for Agreement	April 2025
Irrevocability Period	Sixty (60) days

The Tender Timetable is subject to change. Bidders will be notified to any changes to the dates noted above by addenda.

## 3. Procurement Representative

For the purposes of this procurement process, the Township's "Procurement Representative" will be:

Name: Kathryn Maton, Public Works Manager  
Telephone: 613-259-2398 ext. 239  
Toll Free: 1-800-239-4695  
Fax: 613-264-8516  
E-mail: [publicworks@lanarkhighlands.ca](mailto:publicworks@lanarkhighlands.ca)

Bidders and their representatives are not permitted to contact employees, officers, agents, elected or appointed officials or other representatives of the Township, other than the Procurement Representative. Failure to adhere to this rule may result in the disqualification of the Bidder and the rejections of the Bidder's bid.

#### **4. Clarification of Documents**

All questions and/or clarifications related to this Tender shall be directed to the Public Works Manager through email at: [publicworks@lanarkhighlands.ca](mailto:publicworks@lanarkhighlands.ca) by date as listed.

#### **5. Addenda**

Bidders may be advised by addenda, of required additions, deletions or alterations in the requirements of the Tender documents. All such changes shall become an integral part of the Tender documents and shall be allowed for in arriving at the total submission price.

#### **6. Bid Security**

Each bid shall be accompanied by a Bid Bond in the amount of ten percent (10%) of the Sub Total Contract Price exclusive of all applicable taxes (i.e. HST)

The Bid Bond stands as security for the execution and delivery of the Contract, and the provision of the required bonds, insurance and other documents required to be delivered by the selected Bidder upon execution and delivery of the Contract. If the selected Bidder fails to execute and deliver the Contract and/or deliver the other required documents, the Bid Bond shall be forfeited and retained and applied for use by the Township.

#### **7. Bonding**

Bonding is not required for this Contract.

#### **8. Ability and Experience of Bidders**

The Township reserves the right to reject any Tender where satisfactory evidence of sufficient experience to successfully undertake and complete the work in the specified time is not furnished by the Bidder, where requested by the Township.

### **Bidder's Experience in similar work**

Year	Description of Contract	For whom Performed	Project Foreman	Value

### **9. List of Proposed Sub-Contractors**

The Bidder shall provide the name, the category or work, and the address of all subcontractors intended to be used in this Tender.

#### **List of Proposed Sub-Contractors**

Sub-Trade	Name of Subcontractor	Address

### **10. Bid Submission Timing**

Bids will only be accepted if they are received in person at the Township Office no later than the Submission Deadline.

### **11. Mandatory Submission Requirements**

**All below noted requirements shall be submitted by the Bidder to the Township:**

- Completed Schedule of Pricing Table (Part "C")
- Bid Security, as per Part A, #6

- c. Completed Bidders Experience Table, as per Part A, #7
- d. List of Proposed Subcontractors Table, as per Part A, #8
- e. Health and Safety Policy Statement, as per Part A, #17
- f. WSIB Clearance Certificate as per Part A, #17
- g. Accessibility Declaration, as per Part A, #18

## **12. Public Opening**

There will be no public opening. Names of the Bidders will be provided with request sent to the Manager of Public Works.

## **13. Bid Acceptance**

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a Tender to the Township, the Township reserves the right to reject an offer to supply goods and/or services or Tenders presented in response to the Township procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five (5) year period. Township Council may remove a Bidder's name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Township Contract.

Unless otherwise specified in these Tender documents, this Tender constitutes an irrevocable offer to provide the goods and/or services described herein for a period of sixty (60) calendar days from the closing date of the receipt of Tenders.

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Bidders submitting identical prices, to accept or reject any Submission in whole or in part and, to waive irregularities or omissions if in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

The placing in the mail or delivery of a notice of award to the Bidder address, given in the Submission, shall constitute notice of acceptance of the Contract.

## **14. Contract Documents and Order of Precedence**

The contract documents shall consist of all the pages of the Tender documents, issued by the Township, and the Bidder's submission.

These documents, and portions thereof, take precedence in the order in which they are named, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Bidder shall supply equipment and materials, or services complete and suitable for the Township's intended use.

None of the conditions contained in the Bidders standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth or specifically referred to therein in the final contract executed by the Township with the Bidder.

#### **15. Failure to Enter into an Agreement**

In addition to all of the Township's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension, or rescind the selection of that Bidder and proceed with the selection of another Bidder.

#### **16. Assignment**

The Bidder shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Bidder, and under no circumstances will the Township be responsible for these costs.

#### **17. Harmonized Sales Tax**

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid **in addition** to the Sub Total Contract Price.

#### **18. Health and Safety**

The Bidder assumes full responsibility for conforming with all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Bidder shall:

- (a) Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation.
- (b) Provide a copy of your Company's Health and Safety Policy Statement, dated not later than **2023**, to be submitted with the Tender.
- (c) Provide a copy of the applicable WSIB Certificate of Clearance or equivalent (if the Bidder is from outside Ontario), to be submitted with the Tender.

Upon request, at any time, from the awarding to the completion of the Contract, submit proof of fulfillment of the above noted.

## **19. Accessibility**

The Bidder shall provide a declaration with the Tender that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations.

## **20. Insurance**

The successful Bidder shall provide the following insurance:

### General Liability Insurance

The General Liability policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and include but not be limited to the following:

- a) Third party bodily injury, personal injury and property damage including loss of use, to an inclusive limit of not less than \$5,000,000 per occurrence.
- b) Such Insurance shall include personal injury and advertising injury; premises, property & operations; owners & contractors protective; occurrence property damage; products and completed operations; broad form completed operations; employees as Additional Insured(s); tenants legal liability.
- c) The Township shall be added as an additional insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.
- d) The policy shall contain a provision for cross liability and a severability of interest clause.
- e) The policy shall contain a provision for contractual liability – oral and written
- f) The policy shall provide the Township with 30 days' notice of cancellation, change, or nonrenewal.
- g) Non-owned Automobile Coverage for a limit of not less than \$5,000,000 including contractual non-owned coverage.
- h) Contingent Employer's Liability.
- i) Broad Form Property Damage.
- j) If applicable, this coverage shall not contain any exclusions with respect to explosion, collapse, and underground property damage hazards.

### Contractors' Equipment Insurance

"All risks" contractors' equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, excluding boiler insurance, shall be in a form acceptable to the Township and shall not allow subrogation claims by the insurer against the Township. The policies shall be endorsed to provide the Township with not less than 30 days' notice, in writing, in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the Contractor for self-insurance of their equipment, the Township agrees to waive the equipment insurance requirement.



#### Pollution Liability Insurance

Pollution Liability Insurance shall be in the joint names of the Contractor and the Township with limits of no less than \$5,000,000.00 per occurrence, an aggregate of not less than \$5,000,000.00 in any policy year, and a deductible not to exceed \$5,000, such insurance to be maintained from the date of commencement of the Work until one year from the date of Substantial Performance of the Work. Such insurance shall contain no exclusion of any kind relating to asbestos or asbestos-related operations in conjunction with the Work.

#### Automobile Liability Insurance

The Company shall provide Automobile liability insurance in respect of licensed vehicles with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Contractor, and endorsed to provide the Township with not less than 30 days' notice, in writing, in advance of any cancellation, change or amendment restricting coverage.

#### Other Requirements

The Company acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Corporation of Lanark Highlands, its agents and employees from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract.

The Company shall provide The Corporation of Lanark Highlands with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Township in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Township.

The Company remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

The bidder is responsible for any deductible under the applicable policy – the Township shall not bear any cost of such deductible.

#### Indemnification Clause

The Bidder shall defend, indemnify and save harmless The Corporation of Lanark Highlands and their elected officials, officers, and employees from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the bidder, its agents, officers, employees, or others who the bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Company in accordance with this agreement.

## **21. Laws and Regulations**

The Bidder shall comply with relevant, federal, provincial, and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Bidder shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

## **22. Default by Bidder**

If the Bidder commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Bidder makes a general assignment for the benefit of its creditor, then, in any such case, the Township may, without notice, terminate the Contract.

If the Bidder fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township's written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the successful Bidder, terminate the Contract.

Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

If the Township terminates the Contract, it is entitled to:

- Take possession of all the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Bidder until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Bidders default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Bidder to the Township).

## **23. Contract Cancellation**

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Bidder shall negotiate a settlement.

The Township shall not be liable to the Bidder for loss of anticipated profit on the cancelled portions of the work.

## **24. Responsibility**

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by reason of the acceptance or the non-acceptance of a Tender save as provided in the Contract. The Township reserves the right to reject any or all Tenders and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any Tender will not necessarily be accepted.

## **25. Payments**

The Bidder shall separately invoice each Township monthly, for services and materials provided. The Township will pay said invoice within thirty (30) days of receipt of the invoice.

The Bidder will be required to complete the applicable paperwork to facilitate payment via Electronic Funds Transfer (EFT). This paperwork will be provided to the Bidder by the Township after the Contract is awarded.

The Township shall have the right to withhold, from any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

## **26. Municipal Freedom of Information**

Any personal information collected by or on behalf of the Township under this Tender is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Tender, consents to such collection and use of the information. The person submitting this Tender acknowledges the Tender is a public document and that the information contained in the Tender may become public and consents to the release of that information. By responding to this Request for Tender, respondents waive any challenge to the Township decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk.

## **27. Alternative or Green Products**

Prior to the deadline for questions, Bidders may submit a request for the Township to consider alternative or green product(s) that meet the Township's minimum specifications. Requests shall be made to the Manger of Public Works.

The project(s) information submitted by the Bidder should include the manufacturer name and model and reference a project of similar scope in which the alternative or green product(s) were used. The Township may ask additional information from the Bidder.

The Township shall be the sole judge in determining if an alternative or green product is acceptable. The Township's approval of any alternative and/or green product will be communicated to all Bidders through the issuance of an addendum.

## **28. Optional Contract Extension**

The Township reserves the option to extend the Contract for two additional one (1) year periods. Any renewal will be based upon quality of service, mutual agreement and annual price negotiations between the Contractor and the Township.

Options may be available upon a renewal / extension for inclusions with additional municipalities.

Annual increases are to be negotiated by **March 31<sup>st</sup>** of each year between the Contractor and the Township and shall be limited by the All-Items Consumer Price Index (CPI) average for Ontario for the preceding 12 months, as calculated and published by Statistics Canada.

**THE CORPORATION OF LANARK HIGHLANDS  
CALCIUM CHLORIDE – DUST SUPPRESSANT  
CONTRACT PW-2022-06**

**PART “B” – SPECIAL PROVISIONS**

1. For the purpose of this Tender, the effective chlorides for dust control purposes are considered to be magnesium and calcium chloride. Solutions containing a minimum of 35% by mass of pure Calcium Chloride will be evaluated as follows:
2. 1 Metric Tonne of 35% Calcium Chloride = 739.098 litres (162.6 Imp. Gallons)  
1 Flake Metric Tonne, as 77% Calcium Chloride = 1626.012 litres (357.7 Imp. Gallons)
3. The Contractor will supply and/or spread approximately 400,000 liters (200-300 F.M.T (20,000 liters) per truckload) per year as directed by the Public Works Manager or designate.
4. Product must meet Provincial Standard for Product Quality OPSS 2501.
5. Product is to be applied according to OPSS 506-1.
6. Calcium Chloride is to be delivered as requested by the Public Works Manager or designate within 48 hours of request. The anticipated time period for application is May and June of each year.
7. Of the 400,000 litres requested each year, the product will be applied directly to the Township's Roads.
8. The Bidder is not eligible for compensation of any sort for high or low total yearly purchases.

## PART "C" – FORM OF TENDER

### DECLARATION

1. I \_\_\_\_\_, of \_\_\_\_\_,

**DECLARE** that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this Tender or in the Contract proposed to be taken.

2. **I FURTHER DECLARE** that this Tender is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.
3. **I FURTHER DECLARE** that no member of the Township Council, or any Officer of the Township is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.
4. **I FURTHER DECLARE** that several matters stated in the said Tenders are in all respects true.
5. **I FURTHER DECLARE** that this offer is to continue to open to acceptance until the formal contract is executed by the successful Company for the said Tender OR for a period of (60) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Submission whether any other Submission has previously accepted.
6. **I FURTHER DECLARE** that the awarding of the contact based on this Tender by the Township shall be an acceptance of this Tender.
7. **I FURTHER DECLARE** that Addendum/Addenda No. \_\_\_\_\_, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted. I do hereby tender and offer to enter into a Contract, to do all of the work and to furnish all necessary labour, machinery, tools, apparatus and other means of construction, and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, to complete the work, herein described, in strict accordance with the plans, specifications and special provisions and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities, except where noted, at the unit prices set forth in the tender therein as follows:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Signing Authority for  
Contract (Please print)

\_\_\_\_\_  
Telephone

## PART “C” – FORM OF TENDER

### Bid Form – Schedule of Pricing Table

Liquid Calcium Chloride Solution (35%) supplied and applied in Truckload Quantities

#### 2025 Pricing

Unit of Measure	Cost per Litre	Quantity	Total Cost
1 Litre		*1000	
		<b>HST (13%)</b>	
		<b>Sub-Total</b>	
		<b>Tender Deposit</b>	

- Annual increases are to be negotiated by **March 31<sup>st</sup>** of each year between the Contractor and the Township and shall be limited by the All-Items Consumer Price Index (CPI) average for Ontario for the preceding 12 months, as calculated and published by Statistics Canada.
- Quantity field is an estimate to demonstrate total cost over 1000L. Naturally the Townships total yearly purchase may vary depending upon amount of precipitation. The bidder is not eligible for compensation of any sort for high or low total yearly purchases.
- Total contract purchase is subject to budget approval.

## PART "C" – FORM OF TENDER

\_\_\_\_\_Initials

### AGREEMENT

This Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Between: \_\_\_\_\_ located in \_\_\_\_\_  
(Bidder's Name) (Municipality)

within the \_\_\_\_\_, Province of Ontario.  
(County or Region if applicable)

**Hereinafter called "Contractor"**

**THE PARTY OF THE FIRST PART**

**- AND -**

**THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS**

**Hereinafter called the "Township"**

**THE PARTY OF THE SECOND PART**

**Witnessed, that the party of the first part**, for and in consideration of the payment or payments specified in the tender for this work, hereby agrees to furnish all necessary machinery, tools, equipment, supplies, labour and other means of construction and, to complete such works in strict accordance with the plans, specifications and Tender hereof, which are identified and acknowledged in the Schedule of Provisions, Plans, Specifications, and conditions attached to the Tender and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

**Description of the Works: Supply, Delivery, and Application of Calcium Chloride**  
as per Tender PW-2025-01.



## PART "C" – FORM OF TENDER

The Contractor further agrees that he will deliver the whole of the works completed in accordance with the Agreement within the time stipulated in "General Requirements and Information to Bidders" entitled "Completion Date and Liquidated Damages".

The Contractor agrees that any monies due the Township as a result of non-completion of the works within the time stipulated may be deducted from any monies due the Contractor on any account whatsoever.

**IN CONSIDERATION WHEREOF**, said party of the second part agrees to pay the Contractor for all work done at the unit prices of the Tender.

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the Contractor and the Township have hereto signed their names and set their seals on the day first above written

\_\_\_\_\_  
*Signature of Company*

\_\_\_\_\_  
*Company Seal*  
OR

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Printed Name & Title*

\_\_\_\_\_  
*Printed Name*

*Township of Lanark Highlands*

\_\_\_\_\_  
*Clerk*

\_\_\_\_\_  
*Reeve*

*Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.*