



The Corporation of the Municipality of Tweed

REQUEST FOR TENDER

Bid No. 310-2024-04

FOR THE SUPPLY AND DELIVERY OF DIESEL FUELS AND GASOLINE

Effective Date: July 1, 2024 to July 2, 2027

3 Year Contract

Closing Date June 21, 2024

Information and General Specification

Tenders will be received by email at rreid@tweed.ca until 4:00PM local time on Friday June 21, 2024. Bids must be submitted only by email to rreid@tweed.ca in PDF format clearly indicating the contents.

Tenders shall include the executed “Schedule of Prices” and any addenda issued by the Municipality shall be acknowledged below the Schedule of Prices. The tender submission shall also include the supplier’s standard “Daily Terminal Rack Price” for Monday, June 10, 2024, representing a sample of the documentation to be provided with each invoice.

Submission will be opened privately.

Tenders must be submitted on the tender form supplied and must be properly signed.

The Tender must be legible, and all items must be bid. Tenders which 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.

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 provided. Adjustments to a tender already submitted will not be considered. A proponent desiring to make adjustments to a tender must withdraw the tender and/or supersede it with a later tender submission.

Written requests for withdrawal of tenders received prior to closing time will be allowed.

Should the tender be submitted past the time and date stated in the documents, the document will be time and date stamped and returned to the proponent.

This tender involves the supply and delivery of Clear Diesel Fuel, Coloured Diesel, and Regular Unleaded Gasoline to the Municipal Roads Department.

The term of this contract shall be for thirty-six (36) months commencing July 1, 2024 and shall remain in effect until July 2, 2027

Lowest, or any, tender not necessarily accepted.

Tender Pricing

Pricing per litre shall be comprised of supplier’s “Daily Terminal Rack Price” for Coloured Diesel Fuel, Clear Diesel Fuel and Regular Unleaded Gasoline (Reg 87) for Belleville, ON plus the delivery cost per litre and applicable taxes as indicated on the “Price Schedule”

Product “A” Regular Unleaded Gasoline (87)

Sample pricing for tender evaluation:

Daily Terminal Rack Price as of June 10, 2024	\$ _____
Minus FIRM discount	\$ _____
Sub-total	\$ _____
Plus Federal/Provincial Excise Tax	\$ _____
Product Cost Per Litre	\$ _____
Federal Carbon Tax (HST Extra)	\$ _____

Product “B” Diesel Fuel (Clear)

Sample pricing for tender evaluation:

Daily Terminal Rack Price as of June 10, 2024	\$ _____
Minus FIRM discount	\$ _____
Sub-total	\$ _____
Plus Federal/Provincial Excise Tax	\$ _____
Product Cost Per Litre	\$ _____
Federal Carbon Tax	\$ _____

(HST Extra)

Product “C” Diesel Fuel (Coloured)

Sample pricing for tender evaluation:

Daily Terminal Rack Price as of June 10, 2024	\$ _____
Minus FIRM discount	\$ _____
Sub-total	\$ _____
Plus Federal/Provincial Excise Tax	\$ _____
Product Cost Per Litre	\$ _____
Federal Carbon Tax	\$ _____

(HST Extra)

Note: Product Cost per Litre to be transferred to Price Schedule

Note: Please attach your price list for June 10, 2024 to ensure consistency and accuracy of pricing.

Location of Pumping Stations and Estimated Annual Quantities.

Stoco Public Works Yard	Regular Gasoline (Unleaded) – 18,000 litres
869 Marlbank Road	Diesel Fuel (Clear) – 60,000 litres
	Diesel Fuel (Coloured) – 48,000 litres
Actinolite Public Works Yard	Diesel Fuel (Clear) – 28,000 litres
34 Bridgewater Road	

The above approximate and or estimated quantities are indicated in the Request for Tender document, for the sole purpose of comparing tenders only. While these quantities have been carefully prepared in light of previous experience and anticipated future requirements, the Municipality is not bound to accept these quantities.

Tanks

The successful bidder shall supply, and maintain the following above ground tanks at the listed locations for The Municipality of Tweed.

Stoco Public Works Yard

Two (2) 4450 Litre Double Wall Tank for Clear Diesel

One (1) 4450 Litre Double Wall Tank for Coloured Diesel

One (1) 2320 Litre Double Wall Tank for Regular Gasoline Unleaded

Actinolite Public Works Yard

One (1) 4450 Litre Double Wall Tank for Clear Diesel

The contractor is to ensure the tanks (including spill containment) adheres to all applicable codes and safety standards.

The tanks must have a 110-volt pump with a meter and filter and must have the capability to add a lock.

The Contractor shall place the sites on a schedule to ensure that no tank or site will run out of fuel at any time, this will ensure that the bidder maintains a higher volume level in each of the tanks preventing the Municipality in running low or out.

All inspections are the responsibility of the supplier at no additional charge.

Price Schedule

FUEL TYPE	Annual Estimated Usage (Litres)	(Belleville Rack) Price (including Firm Discount/ Federal & Provincial Taxes)	Add Delivery Cost Per Litre (if applicable)	Net Price per Litre (HST extra)
Product "A" Regular Unleaded Fuel (87)	18,000			

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Product “B” Diesel Fuel (Clear)	88,000			
Product “C” Diesel Fuel (Coloured)	48,000			

Bidder Expense

Any expense incurred by the proponent in the preparation of the tender submission are entirely the responsibility of the proponent and will not be charged to the Municipality.

Terms of Payment

Unless otherwise stated herein, the Municipalities normal terms of payment will be net thirty (30) days from the receipt of Goods/Services or the date of invoice, whichever occurs later. Invoices shall be forwarded to

The Corporation of the Municipality of Tweed, 255 Metcalf Street Postal Bag 729
Tweed, ON, K0K 3J0

Contract Award

The successful proponent after the following June 25, 2024 Council Meeting. The Municipalities decision as to the award will be final.

Right to Accept or Reject Tender

The Corporation of the Municipality of Tweed reserves the right to reject any or all tenders.

Clarification

It shall be the proponent’s responsibility to clarify any points in question with the undersigned prior to submitting the tender. Proponents finding discrepancies or omissions or having doubt as to the meaning or intent thereof, shall at once notify the undersigned, who shall, if necessary, send writing instruction or explanations to all bidders.

Ryan Reid

Public Works Manager

613-478-2535

rreid@tweed.ca

Addenda

All addenda issued by the Municipality should be acknowledged on the tender below the schedule of unit prices.

Statutes & Regulations

The contractor shall comply with all Federal, Provincial, and Municipal laws and regulations including but not limited to The Occupational Health and Safety Act, The Pesticides Act, The Explosives Act of Canada, The Workers' Compensation Act and WHMIS, as amended, and the failure to abide by these acts and regulations may result in the Municipalities issuance of a stop work order, and , in the case of repetitive infractions, dismissal and cancellation of the contractor or purchase order.

Licenses and Approvals

The successful proponent shall, at their own expense, be responsible for maintaining and keeping all municipal and any other licenses, or approvals, necessary to permit them, their employees and company, to carry out the requirements of this agreement.

M.S.D.S

The successful proponent must provide applicable Material Safety Data Sheets for all material being supplied.

W.S.I.B.

The successful proponent must at all times pay, or cause to be paid, any assessment or compensation required to be paid, pursuant to the Workplace Safety & Insurance Act. The proponent shall provide the Municipality with a "Certificate of Clearance" issued by the Workplace Safety & Insurance Board with 7 (seven) calendar days after notification of award and shall be responsible for providing updates as required during the duration of this contact.

Site Visit

It is recommended that all proponents examine all delivery sites and the pump tank locations so that they can see the following site. Site locations and addresses shall be placed on each delivery ticket and billing to assist the Municipality.

Emergency Deliveries

Emergency deliveries, within twelve (12) hours of order placement, will be required as and when warranted, on a 24 hour – 7 days per week basis for unforeseen occurrences. This service will entail the metered dispensing of bulk product directly into storage facilities at any of our Public Works Yards

Insurance

Within 14 calendar days of notification of award the successful bidder must provide the Municipality with a certificate of insurance in compliance with insurance requirements stipulated below. A valid copy of the certificate of insurance shall be in the Municipalities possession at all times.

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the bidder relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the Municipality of Tweed as additionally insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation. The successful bidder shall indemnify and hold the Corporation of the Municipality of Tweed harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether wilful or otherwise by the bidder, its agents, officers, employees, or other persons for whom the bidder is legally responsible. The policy should not have a deductible greater than Five Thousand Dollars (\$5,000).

Contractors shall also furnish the Corporation with a certified copy of a Standard Automobile Liability Insurance Policy on all owned and leased vehicles with inclusive limits of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damage with a deductible not greater than Five Thousand Dollars (\$5,000).

All policies:

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- Shall apply as primary insurance and not excess to any other insurance available to the Corporation; Are to remain in force until final acceptance of the work described herein by the Corporation.
- At the expiry date of the policies, the Bidder shall provide original signed Certificates or electronic equivalents thereof, evidencing renewals or replacements to the Corporation prior to the expiration date of the original policies, without notice or request by the Corporation.

The policies shown above shall not be cancelled, permitted to lapse or materially changed unless the Insurer notifies the Corporation in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Corporation.

Environmental Impairment Liability

The bidder shall effect and maintain Environmental Impairment Liability with a limit of not less than \$5,000,000.00 per incident / annual aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. Such insurance shall be maintained for a period of two years subsequent to conclusion of services provided under this agreement.

Health and Safety

It is understood that all parties involved in this contract shall comply with the above and the current Ontario Health and Safety Act and Regulations, The contractors must certify that they have an appropriate Health and Safety Policy in place and be in compliance with the requirements of the Ontario Regulation 297/13 Made under the OHSA.

Accessibility Standards for Customer Service, Disabilities Act.

It is the Proponents responsibility to ensure that they and all subcontractors hired under this contract 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 as may be amended from time to time.

General Terms and Conditions

These standard tender, contract terms and conditions form a part of each tender proposal and contract and apply in like force to contracts for the purchase of materials, supplies, equipment and services. All tenders issued by the Municipality of Tweed will bind bidders to the terms and conditions herein set forth, except as specifically qualified in Special Tender and Contract Terms and Conditions issued in connection with any individual tender.

Submission of Proposal

Proposals must be submitted by email to rreid@tweed.ca clearly indicating the contents as well as the name and address of the Proponent.

Proponents are cautioned to verify their proposals before submission. Proposals received by the Municipality of Tweed, later than the time and date specified, cannot be considered.

All information required in tender forms in connection with each item against which a proposal is submitted must be given to constitute a valid proposal.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

The proponent declares that the proposal is NOT made in connection with any other proposal submitted for the same commodity and is in all respects fair and without collusion or fraud.

Award

The Municipality reserves the right to award by item, or part thereof, group of items, or parts thereof, or all items of the tender, and to award contracts to one or more proponents submitting identical proposals as to price; to reject any and all proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interests of the Township will be served.

The Township reserves the right to make awards within thirty (30) days from the date the proposals are opened.

A proponent must be prepared, if requested, to present evidence of experience, ability service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the tender.

Cash discounts may be offered by the proponent for prompt payment of invoices, but such as cash discounts will not be taken into consideration in determining the low proponent unless such discounts are based on payment of invoices not less than thirty (30) days after satisfactory delivery and/or receipt of satisfactory invoice, whichever is later.

Contract

Each proposal will be received with the understanding that the acceptance in writing by the Municipality of the offer to furnish all or any part of the commodities described therein shall constitute a contract between the Proponent and the Municipality, which shall bind the Proponent on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted proposal and specification and the standard tender and contract terms and conditions and the Township on its part to take delivery of and pay for the commodities at the contract prices.

No alterations or variations of the terms of the contract shall be valid or binding upon the Municipality unless authorized in writing.

Inspection & Tests

The inspection of all commodities and the making of chemical and physical tests to determine whether or not the specifications are being compiled with shall be made in the manner prescribed by the Municipality. Any item which fails in any way to meet the terms of the contract is subject to rejection or to be paid for on an adjusted price basis. The decision of the Municipality shall be final.

It is understood that the product to be provided shall be applicable to the seasonal; temperatures at the time of order (ie. “Winter” product for winter months).

Company Name: _____
Company Address: _____ Postal Code: _____
E-Mail: _____
Telephone #: _____
Name of Supplier: _____
Name & Position: _____
Signature: _____