



THE MUNICIPALITY OF CENTRAL MANITOULIN
REQUEST FOR QUOTE 15-2024
QUOTE FOR: FUEL PRICING

Sealed quotes clearly marked as to contents will be received until:

TENDERS CLOSE: November 28, 2024, AT 2:00 PM EDT

DENISE DEFORGE, CAO / CLERK
THE MUNICIPALITY OF CENTRAL MANITOULIN
6020 HWY 542, P.O. BOX 420
MINDEMOYA, ON P0P 1S0

LATE TENDERS WILL NOT BE ACCEPTED
ELECTRONICALLY TRANSMITTED SUBMISSIONS (E-MAIL ONLY) WILL BE ACCEPTED.

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1.0 TENDER DESCRIPTION AND SPECIFICATIONS

The Municipality of Central Manitoulin is requesting quotations for the supply and delivery of furnace oil for a period of four (4) years as of the first date of delivery, and diesel fuel as outlined below:

Approximately 60,000 litres of furnace oil to be delivered as follows:

1. Mindemoya Community Hall – 6032 Highway 542 Mindemoya
2. Mindemoya Arena – 6064 Highway 542 Mindemoya
3. Municipal Garage – 7 Lakeshore Rd Mindemoya
4. Municipal Garage – 3737 Highway 542 Sandfield
5. Providence Bay Fire Hall – 5099 Highway 542 Providence Bay
6. Sandfield Fire Hall – 3737 Highway 542 Sandfield
7. Spring Bay Fire Hall – 9292 Highway 542 Spring Bay
8. Providence Bay Community Hall – 11 Mutchmor St Providence Bay
9. Providence Bay Arena – 5143 Highway 551 Providence Bay

Approximately 46,000 litres of clear diesel fuel and 26,000 litres of coloured diesel fuel to be delivered to:

1. Mindemoya Municipal Garage - Public Works Yard, 7 Lakeshore Road Mindemoya, ON
2. Sandfield Municipal Garage - 3737 Highway 542, Mindemoya (Sandfield), ON

Additional specifications:

1. The quotation shall be for a period of four (4) years as of the first date of delivery.
2. Full tanks are to be guaranteed. Tanks are to never be empty, and if that occurs then the agreement will become invalid.
3. It is understood by both parties, that either party may void any agreement that may be forthcoming, with 60 days' notice.
4. Quote shall be submitted using RACK PLUS formula.
5. Pricing should reflect the rack price of November 15, 2024.

2.0 INQUIRIES

DEADLINE FOR QUESTIONS: FRIDAY, NOVEMBER 15, 2:00 PM.

Any and all inquiries concerning this Tender must be submitted in writing to the following Municipal representative (the “**Contact Person**”):

Patricia Mader
Deputy Clerk/ Project Coordinator
pmader@centralmanitoulin.ca | 1-705-377-5726

Information that is offered by or obtained from sources other than the Contact Person, including any other representative of the Municipality, is not official, may be inaccurate, and may not be relied on in any way by any Bidder.

3.0 DELIVERY OF TENDERS

Tenders will be received via Electronic Submission (email) to The Municipality of Central Manitoulin until **2:00pm, local time on Thursday November 28th, 2024**. The tender submission deadline is the time that the submission is received and not sent by the sender. Confirmation of receipt can be requested by calling the Municipal Office at 705-377-5726.

Tenders shall be emailed to pmader@centralmanitoulin.ca with subject line: “**RFQ 15-2024 Fuel Procurement Central Manitoulin**”.

4.0 WITHDRAWAL OR ALTERATION OF TENDERS

A bidder who has submitted a Tender may submit a further Tender at any time up to the specified time and date for the RFQ closing. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Bidder as it applies to this RFQ.

All tenders will be irrevocable for a period of forty-five (45) days after closing of the RFQ or until a Contract is signed with the successful Bidder, whichever comes first.

The proponent will not change the wording of its tender after closing and no words or comments will be added to the tender unless requested by the Municipality for purposes of clarification.

5.0 ERRORS, OMISSIONS AND DISCREPANCIES

No oral interpretation shall be effective to modify any provisions of these Tender Documents. Any modification or clarification shall be written Addendum only issued by the Municipal Coordinator. The Addenda shall form part of the Tender Documents. Addenda will be posted on the Municipal website at: www.centralmanitoulin.ca/administration/tender-requests.

The Municipality of Central Manitoulin has used considerable effort to ensure that the information presented herein reflects, with reasonable accuracy, the nature of the goods and/or services requested and its factual components. The information is supplied as a guideline for Bidders and may not be completely accurate, comprehensive, or exhaustive. The Municipality does not make any representation, warranty or guarantee as to the accuracy of the information contained herein. It is the Bidder’s responsibility to avail itself of all necessary information to prepare a response to this RFQ. Nothing in the RFQ is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the RFQ. 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 RFQ or the Contract.

6.0 PRICES AND TAX

Unless otherwise stipulated, all prices bid must be stated in Canadian funds and are to be quoted F.O.B. Harmonized Sales Tax (HST), and all other applicable taxes and fees shall be listed separately from the price(s) quoted on this tender at the rate in effect at time of bidding. No variation in Bid Price(s) shall be permitted after the closing date.

7.0 RIGHT TO ACCEPT OR REJECT TENDER

The Municipality reserves the right to reject any or all quotations or to accept any quotation should it be deemed in the best interest of the Corporation to do so. The Municipality reserves the right to reject all Tenders, whether whole or in part.

The Evaluation Team will review and evaluate all submissions to ensure they comply with the terms and conditions of the Tender Documents. Tenders that do not meet all the necessary criteria may be rejected without further consideration.

Tenders must be legible, submitted on the forms provided, signed by an authorized official of the bidding organization and the products on which the price is submitted must meet all the requirements of the specification and/or legislation.

8.0 REGULATION COMPLIANCE AND LEGISLATION

The Contractor shall ensure all services and products provided in respect to the contract are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation. The Successful Proponent shall ensure all services and products provided in respect to this project are in accordance with and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- The Occupational Health and Safety Act and its regulations;
- The Workplace Safety & Insurance Act and its regulations;
- The Canadian Environmental Protection Act and its regulations;
- The Municipal Act and its regulations.

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

9.0 RESPONSIBILITY FOR DAMAGES/INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Municipality, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any negligent acts or omissions of the Contractor, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under the Contract.

The Contractor shall be responsible for all damages caused by it or its agents or any workmen or persons employed by it, or under its control, or arising from the execution of the work, or by reason of the existence or location or condition of work or any materials, plan or machinery used thereof or therein, or which may happen by reason of its failure or the failure of those for whom it is responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract.

10. GOVERNING LAWS

The RFQ and/or any contracts arising therefrom will be interpreted and governed by the laws of the Province of Ontario.

11.0 PERMITS AND LICENCES

The Contractor shall obtain any necessary permits, licences and certificates and pay the fees required for the performance of the work which are in force at the date of the RFQ closing.

12.0 ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer (including a change in control), convey, sublet or otherwise dispose of this Contract or his/her right, title or interest therein, or his power to execute such Contract, to any other person, company or Municipality, without the prior written consent of the Municipality which shall not be unreasonably withheld.

13.0 CHANGES TO CONTRACT

Changes to the Contract may only be made in writing signed by duly authorized representatives of both parties.

No party shall have any obligation with respect to the implementation of a Change Request unless or until the parties have reached agreement in writing and a signed Change Order describing the change has been issued by the Municipality.

14.0 DUTY TO NOTIFY

If the Contractor becomes aware of any problem and/or condition which may adversely affect the supply, delivery and installation, or the cost, functional capability or performance, of the Deliverables to be provided, or the ability of the Proponent to conform with any Specifications for the term of the Contract, then the Contractor shall promptly, and in no event more than two (2) Business Days after becoming aware of same, notify the Municipality, in writing, of such occurrence and of the nature of the relevant problem or condition in sufficient detail to permit the Municipality to understand the nature and scope thereof.

15.0 HEALTH AND SAFETY

All Proponents and the Contractor:

- covenant that all their employees are knowledgeable in and follow the regulations pertaining to their duties included in the Occupational Health and Safety Act (R.S.O.), 1990, as amended and any regulations made pursuant to the Act. (OHSA)
- covenant and agree to observe strictly and faithfully the provisions of the OHSA.
- agree to indemnify and save the Municipality, its servants or agents, harmless for damages or fines arising from any breach or breaches of the OHSA.
- further acknowledge and agree that any breach or breaches of the OHSA, may result in the immediate termination of this Service Provider and the forfeiture of all sums owing to them by the Municipality.

The Contractor shall ensure that all of its supervisory personnel performing the work under this contract are “competent persons” within the meaning of the OHSA.

16.0 PROTECTION OF WORK & PROPERTY

The contractor shall provide continuous and adequate protection of all work from damage and shall protect the Owner's property from injury or damage arising from or in connection with this work. The contractor shall make good any such damage or injury.

Due care and attention shall be given to each project to ensure that buildings and the surrounding areas are protected from damage. Any restorations made necessary as a result of damage caused by the service provider, or their sub-contractor are the total responsibility of the service provider.

17.0 INSURANCE

The contractor shall maintain throughout the term of the contract the following liability insurance(s). The Certificate(s) of Insurance must contain an endorsement indicating that the insurer agrees to provide at least thirty (30) days written notice to the Municipality in the event of cancellation, coverage reductions, or any other changes.

Commercial General Liability Insurance (CGL)

General Liability Insurance from an insurer licensed in the province of Ontario, for FIVE (5) Million Dollars (\$5,000,000), per occurrence with an annual aggregate limit of no less than TEN (10) Million Dollars (\$10,000,000), to the Municipality against any liability for property damage or personal injury, negligence including death, which may arise from the Contractor’s operations under this Contract.

In addition, the Commercial General Liability shall contain Cross Liability and Severability Clauses, Products & Completed Operations and Standard non-owned automobile coverage including a standard contractual liability endorsement.

The Corporation must be included as an “Additional Insured” on the contractor’s relevant documents and must submit copy of same prior to commencement of work.

Automobile Liability Insurance

Ontario Standard Vehicle Liability Insurance from an insurer licensed in the province of Ontario, (for all licensed vehicles & equipment) for FIVE (5) Million Dollars (\$5,000,000.00), per occurrence for and against claims for bodily injury and/or property damage in respect of motor vehicles both owned or leased vehicles.

Environmental Liability: \$2,000,000 Occurrence / \$4,000,000 Annual Aggregate limit

TENDER FORM

PROJECT DESCRIPTION: FUEL PROCUREMENT FOR MUNICIPALITY OF CENTRAL MANITOULIN

OWNER: Municipality of Central Manitoulin

TENDERER:

DATE: _____

COMPANY NAME: _____

ADDRESS (City, Province, Postal Code): _____

TELEPHONE: _____

FAX: _____

AUTHORIZED SIGNATURE: _____

NAME AND POSITION OF SIGNER: _____

TENDERS RECEIVED BY

The Municipality of Central Manitoulin
6020 Highway 542
PO Box 420
Mindemoya, ON P0P 1S0

SCHEDULE OF PRICES

RFQ – 15-2024 Fuel Procurement

I/We the undersigned hereby agree to supply the following products at the unit prices shown, and in accordance with the requirements attached hereto. The quantities shown represent an estimated annual consumption and are no guarantee of actual quantities.

Prices are quoted as per Section 1.0 Tender Description and Specifications.

ITEM	EST. ANNUAL QUANTITY	RACK PRICE/L	FEDERAL EXCISE TAX/ L	PROV. FUEL TAX/ L	CARBON TAX	DELIVERY	FOB DESTINATION	HST	TOTAL PRICE/L
PRODUCT "A" Furnace Oil	60,000 L								\$
PRODUCT "B" Clear Diesel fuel	46,000 L								\$
PRODUCT "C" Coloured Diesel Fuel	26,000 L								\$
	TOTAL:								
	SUPPLIERS COMMENTS:								

Note: Please attach your price list for November 15, 2024 to ensure consistency and accuracy of pricing.

Quantities are estimates only. Actual annual quantities may vary.