



Cape Breton Regional Municipality

PROCUREMENT SECTION, FINANCIAL SERVICES

320 ESPLANADE, SUITE 102

SYDNEY, NS B1P 7B9

PHONE: 902-563-5015 FAX: 902-539-9964 EMAIL: purchase@cbrm.ns.ca

REQUEST FOR STANDING OFFER

CBRM_SO04-2022

WATER AND WASTE WATER TREATMENT CHEMICALS

Closing: TUESDAY, AUGUST 30, 2022 at 4:00 pm local time

Cape Breton Regional Municipality

Procurement Section

Suite 102, 1st Floor

320 Esplanade

Sydney, NS B1P 7B9



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CHECK LIST

PRIOR TO SUBMISSION PLEASE CHECK THAT YOU HAVE SUBMITTED A COPY OF THE FOLLOWING DOCUMENTS

- SCHEDULE "A" – MUNICIPAL BY-LAW COMPLIANCE CERTIFICATE
- SCHEDULE "B" – TRADE AGREEMENTS ACKNOWLEDGEMENT
- DUE TO COVID-19 PRECAUTIONS, SUBMISSIONS FOR THIS TENDER WILL ONLY BE ACCEPTED BY EMAIL TO [PURCHASE@CBRM.NS.CA](mailto:purchase@cbrm.ns.ca) & MUST INCLUDE ALL ITEMS LISTED UNDER THIS CHECK LIST
- RECEIVED ADDENDA NO. _____ TO NO. _____ INCLUSIVE WERE CAREFULLY EXAMINED

DATED THIS _____ DAY OF _____, 2022.

COMPANY NAME: _____

ADDRESS: _____

CITY/ PROVINCE: _____ POSTAL CODE: _____

PHONE NO.: _____ FAX NO.: _____

EMAIL ADDRESS: _____

WEBSITE: _____

CONTACT NAME(please print): _____

TITLE (please print): _____ PHONE NO.: _____

THE FOLLOWING INFORMATION MUST BE COMPLETED TO ENSURE ACCEPTANCE. FAILURE TO COMPLY WITH ABOVE MAY RESULT IN DISQUALIFICATION OF YOUR BID.



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INSTRUCTIONS TO BIDDERS

REQUEST FOR STANDING OFFER CBRM_SO04-2022 WATER AND WASTE WATER TREATMENT CHEMICALS

Closing: Submit to the undersigned up to **4:00 P.M., TUESDAY, AUGUST 30, 2022**, the bid must be emailed to purchase@cbrm.ns.ca and must clearly designate **CBRM_SO04-2022**.

NOTE: FAXED / PAPER submissions are NOT acceptable and will not be considered.

Questions & Clarifications: Any clarification required by a proponent must be requested in writing to the responsible Buyer indicated in the Solicitation. Such requests must be provided in due time before the closing date in order to allow proper consideration and a reply. The response to a request for clarifications submitted by any Proponent will be posted on the Nova Scotia Government Website as an Addendum.

Withdrawal or Modification of Bid: Proponents may withdraw, replace or modify their bid up until the specified closing time, provided that this is done in writing. Any modification or replacement of a bid must be done in the same format as defined in the Solicitation. **NOTE: FAXED / ELECTRONIC modifications are acceptable**

Addenda: All addenda must be acknowledged in bid submission; proponents must monitor the Nova Scotia Government Tenders Website for any addenda that may be issued. CBRM staff no longer maintains plan takers lists, and no longer have knowledge of who has downloaded opportunities.

<http://www.novascotia.ca/tenders/tenders/ns-tenders.aspx>

Rectification Period: Procurement opens and reviews the Bids to determine if all mandatory submission requirements have been met in accordance with the Solicitation Document. If the bid fails to meet the mandatory submission requirements, Procurement will notify the Bidders that there is a second opportunity to meet the mandatory submission requirements within the rectification period of two business days. Once the rectification period deadline passes, Bids still failing to meet the mandatory submission requirements are disqualified and will not be evaluated further. All bids satisfying the mandatory submission requirements are then passed along to the evaluation team for further evaluation. Exceptions to this are technical addenda, if a technical addendum is not acknowledged, the Bidder will be disqualified and there is no rectification allowance for incorrect submittal of a two-envelope submission (two PDFs due to Covid-19), or for failure to include a required bid deposit.

TENDER CONTENTS:

(Section Applies to: Construction Contracts, Services & Sale of Municipal Property ONLY!)

Bid Security: Each tender must be accompanied by a certified cheque payable to the Cape Breton Regional Municipality or a Bid Bond on CCDC Form 220 for ten (10) percent of the tendered sum. *Any withdrawal of the successful tender shall constitute forfeiture of the bid deposit.*

Performance Security: A Performance Bond in the amount of fifty (50) percent contract price and Labour and Material Payment Bond in the amount of fifty (50) percent of the contract price will be required upon notification of award and before the signing date of the contract or issue of the Purchase Order.



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Alternate Securities Acceptable: As an alternate to the Security Deposit and the Consent of Surety requirements stated herein, Contractors may submit a ten (10) percent bid security certified cheque, and subsequently upon notification of award, an additional ten (10) percent contract security certified cheque, in lieu of contract stated bonding.

Accompanying Documents: *(Please note that only what is listed on the Mandatory Check List is required for this particular solicitation)*

All bids must include the following documents:

- **“Check List”** Completed in full /Signed /Dated(Including acknowledgement of addenda)
- The signed **Schedule “A”** Municipal By-Law Compliance form attached to the tender documents.
- The signed **Schedule “B”** Trade Agreement Acknowledgement form attached to the tender documents.
- A letter of Good Standing/Clearance from the Workers’ Compensation Board of Nova Scotia
- Proof of current and valid Workplace Safety Certificate of Recognition (COR) from an authorized institution (East Coast Mobile Medical, HSE Integrated Limited, Nova Scotia Construction Safety Association (NSCSA), Nova Scotia Trucking Safety Association, Occupational Health and Educational; Services 2002 Inc, Safety Services Nova Scotia or equivalent)
- Completed/signed **Appendix “A”** Consultant, Contractor, Supplier Health & Safety Questionnaire.
- General liability insurance.

Prior to Contract Award – In accordance with section nine (9) of the CBRM Procurement Policy, the successful tenderer may be required to provide an approved Commercial Property Zoning Confirmation, issued by CBRM’s Development Officer, prior to award of contract.

Following completion of the tendered work, letters of clearance from both organizations, dated no earlier than the final day worked on the project, must be submitted with the final invoice for the project. This will form a condition of the tender in addition to any other conditions within the contract documents and specifications.

POLICY:

- Canadian Free Trade Agreement (CFTA) and The Cape Breton Regional Municipality Procurement Policy are the governing documents used for all tenders. Copies of these documents are available from the Financial Services Department, Procurement Section, Suite 102, 320 Esplanade Sydney, N.S. or by phoning (902) 563-5015.
- Successful bidder will be required to follow CBRM protocol as designated by Purchasing Department for delivery and invoicing.
- Payment: Any supplier having an account due to the Cape Breton Regional Municipality, which is in arrears, will have such arrears deducted from payments being made to the supplier.

The Cape Breton Regional Municipality reserves the right to reject any or all tenders or to accept any tender or part thereof considered to be in its best interest.

Donna M. Murphy, CPPB, PSPP

Donna M. Murphy, Procurement Officer - Financial Services

(P) 902-563-5015 (E-Mail) purchase@cbrm.ns.ca



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SCHEDULE "A"

MUNICIPAL BY-LAW COMPLIANCE CERTIFICATE

This document forms part of and is incorporated in to the Tender. Bidders convicted of violations of any Cape Breton Regional Municipal By-Laws or found in contravention of the Dangerous and Unsightly Provision of the *Municipal Government Act*, S.N.S. 1998, c. 18 shall be precluded from bidding on the tender. Successful bidders who subsequently are found guilty of violation of any Cape Breton Regional Municipal By-Laws or are found to have contravened the Dangerous and Unsightly Provision of the *Municipal Government Act* S.N.S. 1998, c. 18 shall have the tenders revoked and shall be precluded from bidding on subsequent tenders for a period of thirty-six months.

_____ (hereinafter referred to as "The Bidder") does hereby certify that the Bidder has not been found guilty of violation of any Cape Breton Regional Municipal By-Laws and has not been found to have contravened the Dangerous and Unsightly Provision of the *Municipal Government Act* S.N.S. 1998, c. 18 and furthermore hereby agrees to comply with all Cape Breton Regional Municipal By-Laws and the Dangerous and Unsightly provision of the *Municipal Government Act*, S.N.S. 1998, c. 18. The Bidder understands and agrees that any finding of guilt or contravention of any Cape Breton Regional Municipal By-Laws and provisions will result in the Tender being revoked and the Bidder being precluded from bidding on any subsequent Tender for a period of thirty-six months.

Witness

Bidder

CBRM INTERNAL USE ONLY

Approved by: _____

Title: _____

Date: _____



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SCHEDULE "B"

TRADE AGREEMENTS ACKNOWLEDGEMENT

All Public Sector Entities in Nova Scotia have trade agreement obligations under the Public Procurement Act. Trade agreements play a vital role in our economy. They create market access for our goods and services by reducing barriers to, among other things, labour mobility, investments, energy, agriculture, and government procurement. Agreements can be comprehensive, covering a number of different issues, or more concentrated, covering individual issues. Each agreement has unique language, exemptions, rules, and requirements.

Municipalities, Academic Institutions, School Boards, Health Authorities (MASH) and Crown Corporations that have their own procurement groups and policies must ensure they are consistent with the principles of the Province of Nova Scotia Procurement Policy, and the obligations of the Public Procurement Act.

Trade Agreements that impact government procurement in Nova Scotia include the Canadian Free Trade Agreement (CFTA) and the Comprehensive Economic Trade Agreement with the European Union (CETA). The CFTA and CETA includes all provinces, Northwest Territories, Yukon, and the Federal Government as well as their respective MASH sectors and Crown Corporations.

The key to being compliant with multiple trade agreements is to ensure you are meeting the obligations of the one with the lowest thresholds, which in this case is the CFTA. Table A outlines the thresholds for these two agreements.

TABLE A – Domestic Agreement

Agreement	Coverage	MASH
Canadian Free Trade Agreement	Equal access to Canadian suppliers. Includes all CDN Provinces, NWT, YUK, their respective MASH and Crowns, and the Federal Government	Goods: \$105,700+ Services: \$105,700+ Construction: 264,200+
Comprehensive Economic Trade Agreement with the European Union	Equal access to EU suppliers – includes: Federal Government, Provinces, Territories, MASH, Provincial/Federal Crowns & Public Utilities (many exceptions)	Goods: \$365,700+ Services: \$365,700+ Construction: \$9.1M+

_____ (hereinafter referred to as "The Bidder") does hereby acknowledges the understanding that this tender falls under the Domestic Trade Agreements. As part of these agreements and under the Nova Scotia Public Procurement Act, CBRM is included as part of the MASH Sector. This document forms part of and is incorporated into the Tender.

Witness

Bidder



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REQUEST FOR STANDING OFFER

STANDING OFFER #	DATE	CLOSING DATE	PROCUREMENT OFFICER
CBRM_SO04-2022	09-Aug-22	30-Aug-22 @ 4:00 PM	Donna M. Murphy, CPPB, PSPP
DESCRIPTION			
<p>THIS STANDING OFFER WILL REMAIN IN EFFECT FROM OCTOBER 1, 2022 TO SEPTEMBER 30, 2023 WITH AN OPTION TO EXTEND FOR AN ADDITIONAL 12 MONTHS.</p> <p>WATER & WASTE WATER TREATMENT CHEMICALS AS PER ATTACHED / GUIDELINES</p> <ul style="list-style-type: none">- SEE PRICE SHEET ATTACHED <p>THIS STANDING OFFER IS TO SUPPLY AND DELIVER ON “AN AS, IF AND WHEN REQUIRED” BASIS.</p> <ul style="list-style-type: none">- PRICING TO BE PER UNIT AS STATED- IN THE EVENT OF PRICE INCREASES, THE SUPPLIER AGREES TO GIVE THE CAPE BRETON REGIONAL MUNICIPALITY 30 DAYS NOTICE.- PRICES MUST BE F.O.B DESTINATION SPECIFIED- TAXES TO BE SHOWN SEPARATELY- ANY QUESTIONS REGARDING THE CHEMICALS OR QUANTITIES PLEASE CONTACT CBRM PROCUREMENT DEPARTMENT VIA EMAIL, purchase@cbrm.ns.ca			

Authorized Signature: _____

Company: _____

Address: _____

Phone\Fax: _____ \ _____

Email: _____

Any supplier having an account due to the Cape Breton Regional Municipality, which is in arrears, will have such arrears deducted from payments being made to the supplier.

A copy of the entire Procurement Policy is available upon request.

RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS OR TO ACCEPT ANY PART THEREOF. THIS INQUIRY IMPLIES NO OBLIGATION ON THE PART OF THE BUYER. LOWEST OR ANY BID NOT NECESSARILY ACCEPTED. LATE QUOTES NOT ACCEPTED.

**STANDING OFFER CBRM_S004-2022
WATER AND WASTE WATER TREATMENT CHEMICALS**

GUIDELINES – CHEMICALS

FOLLOWING ARE THE GUIDELINES FOR THE PRICING AGREEMENT FOR CHEMICALS FOR QUALITY CONTROL:

- **THE TERMS OF THIS AGREEMENT WILL BE FOR A MINIMUM PERIOD OF TWELVE (12) MONTHS WITH THE OPTION TO EXTEND FOR AN ADDITIONAL 12 MONTHS.**
- **ALL PRICING WILL BE ENTERED INTO OUR SYSTEM FOR USE BY THE VARIOUS DEPARTMENTS**
- **THIRTY (30) DAYS WRITTEN NOTIFICATION OF PRICE CHANGE MUST BE GIVEN**
- **CONTAINER CHARGE HAS TO BE LISTED INDIVIDUALLY PER ITEM**
- **STATE REQUIRED NOTICE FOR DELIVERY. INABILITY TO MEET THE AGREED DELIVERY TIME(S) WILL BE GROUNDS FOR CONTRACT CANCELLATION.**
- **ALL DELIVERIES TO BE FOB DESTINATION**
- **PRICE ALL ITEMS PER UNIT PRICES IN METRIC UNIT (I.E. KG)**
- **STATE SIZE OF PACKAGING USED**
- **HEATED SERVICE TO BE PROVIDED FOR CAUSTIC SODA DURING WINTER MONTHS (IE. NOVEMBER TO APRIL)**
- **TRUCKS EQUIPPED WITH TAILGATE LIFT SHALL BE USED FOR NON-BULK DELIVERIES.**
- **ALL PRICING IS TO INCLUDE ANY SHIPPING CHARGES RELATED TO RETURN OF EMPTY CONTAINERS TO THEIR SITE**
- **IF A CHANGE IN CONTRACT SUPPLIER OCCURS ALL EXISTING DRUMS ON SITE SHALL BE RETURNED TO THE COMPANY OWNER COLLECT.**
- **ANY CHANGE TO TAILGATE DELIVERY METHOD IS TO BE SIGNED SHOWING APPROVAL BY CBRM AND MUST ACCOMPANY TENDER.**
- **STATE CONTAINER AND/OR PALLET CHARGE SEPARATELY WHERE APPLICABLE**
- **PLEASE EMAIL TECHNICAL DATA SHEETS FOR ALL PRODUCTS YOU ARE BIDDING ON TO: purchase@cbm.ns.ca**
- **THE VENDOR SHALL PROVIDE PROPER EQUIPMENT TO MINIMIZE THE CHANCE OF SPILLAGE DURING TRANSFER AND UNLOADING OF CHEMICALS. THIRD PARTY CARRIERS ARE EXPECTED TO ADHERE TO INDUSTRY STANDARDS DURING DELIVERIES.**
- **PROVIDE THE LATEST CHEMICAL ANALYSIS FOR FLUORIDE (HF ACID) AND HYDRATED LIME. THIS ANALYSIS WILL BE USED IN THE EVALUATION OF STANDING OFFER.**
- **POTENTIAL EQUIVALENT PRODUCTS FOR LIQUID POLYMER ARE REQUIRED TO UNDERGO ON-SITE TESTING PRIOR TO BEING APPROVED.**

THE SPECIFICATIONS INCLUDED WITH STANDING OFFER CBRM_S004-2022 ARE NOT DESIGNED TO ELIMINATE BIDDERS. ANY DISCREPANCIES IN THE SPECIFICATIONS LISTED SHOULD BE REPORTED TO FINANCIAL SERVICES IMMEDIATELY.

In relation to the following products:

- **Carus 3050 or equivalent**
- **Carus 3150 or equivalent**

The Cape Breton Regional Municipality requests that suppliers wishing to provide product pricing also include the following services as part of an inclusive Corrosion Control Program:

- a. Supplier shall monitor the effectiveness of the Corrosion Control Program utilizing corrosion control coupons installed at 13 Cape Breton Regional Municipality Facilities.**
- b. Supplier shall provide and analyze corrosion control coupons on a quarterly basis for each system under ASTM Standard Protocol.**
- c. Supplier shall analyze all pertinent data provided by the Water Treatment Water Quality Analyst, assessing the effectiveness of the program and recommending any changes needed to improve the Corrosion Control Program Performance of every system. Corrosion Control Program Report shall be provided for each system and reviewed in conjunction with Water Treatment Plant Staff to evaluate its performance.**
- d. Supplier of the Corrosion Control Program should provide five references of similar programs currently being offered in Atlantic Canada. Supplier shall provide the description of the program and an example of a corrosion control report provided.**
- e. Training for The Cape Breton Regional Municipality Water Treatment Staff on the fundamentals of corrosion inhibition chemistry and on the specifics of the corrosion inhibition program shall be provided on an annual basis by the supplier. Provide program manuals and SOP for use by operators.**

**STANDING OFFER CBRM_SO04-2022
WATER TREATMENT CHEMICALS**

WATER TREATMENT PLANT CHEMICALS

CHEMICAL	FORM OF SUPPLY	SPECIFICATIONS
LIME	DRY HYDRATED LIME	AWWAB202 ANSI/NSF 60
POTASSIUM PERMANGANATE	DRY TECHNICAL GRADE 98% PURE PERMANGANATE FREE FLOWING	AWWAB603 ANSI/NSF 60
ALUMINUM SULPHATE	LIQUID 50% SOLUTION	AWWA B403, ANSI/NSF 60
POLYMER	DRY TRADENAME MAGNAFLOC LT20	ANSI/NSF 60
SODIUM BISULPHITE	LIQUID 38% SOLUTION	
CHLORINE	LIQUID	AWWA B301, ANSI/NSF 60
FLOURIDE	LIQUID	AWWA B703, ANSI/NSF 60 ANSI/NSF 60
SODIUM HYDROXIDE	CAUSTIC SODA LIQUID	ANSI/NSF 60
CITRIC ACID	50% SOLUTION	ANSI/NSF 60
CORROSION INHIBITOR	DRY ZINC ORTHOPHOSPHATE (CARUS 3050 OR APPROVED EQUIVALENT)	ANSI/AWWIT B506-06, ANSI/NSF 60
CORROSION INHIBITOR	DRY ZINC ORTHOPHOSPHATE (CARUS 3150 OR APPROVED EQUIVALENT)	ANSI/NSF 60
POLYALUMINUM CHLORIDE	PAX XL-54 OR APPROVED EQUIVALENT	ANSI/NSF 60

**STANDING OFFER CBRM_S004-2022
WASTE WATER TREATMENT CHEMICALS**

**BATTERY POINT WASTE WATER TREATMENT PLANT
36 ORTONA DRIVE, SYDNEY, NS**

**DOMINION WASTE WATER TREATMENT PLANT
20 COONEY'S LANE, DOMINION, NS**

**CHEMICAL
CONSUMPTION**

FORM OF SUPPLY

ANNUAL

ALUMINUM SULPHATE
48.5% SOLUTION,
SPECIFIC GRAVITY 1.33
ON-SITE STORAGE
35,200 L

BULK TANKER

790000 KGS

ANIONIC DRY POLYMER

25 KG BAG

3600 KG

LIQUID POLYMER

200 L DRUM
(ZETAG 7879 OR APPROVED EQUIVALENCY)

10800 LITRES

QUICKLIME, 1040KG/M3
(5 TO 10MM)

BULK TANKER

90 TONNES

STANDING OFFER CBRM_SO04-2022

Addresses for the Water Treatment Plants:

Sydney Water Treatment Plant: 175 Service Road CB 125-03, Mira Road, B1P 0G9

North Sydney W.T.P: 309 Musgraves Lane, North Sydney B2A 2B6

Glace Bay W.T.P: 2281 Birch Grove Road, Tower Road B1B 1X4

Louisbourg W.T.P: 1399 Terra Nova Road, Louisbourg, B1C 2H7

New Waterford W.T.P: 190 Daley Road, New Victoria

Waste Water Treatment Plants

Battery Point Waste Water Treatment Plant: 36 Ortona Drive, Sydney, B1P 7J2

Dominion Waste Water Treatment Plant: 20 Cooney's Lane, Dominion, NS

Table 1 - Approximate Annual Product Use (Drinking Water Treatment)

	Chlorine Gas	Aluminum Sulphate (liquid)	Polyaluminum Chloride (XL54 or equivalent)	Caustic Soda (liquid 50%)	Dry hydrated lime	Polymer LT20 Magnafloc	Sodium Hypochlorite	Sodium Hypochlorite	Sodium Bisulphite (liquid 38%)	Potassium Permanganate	Hydrofluosilic Acid	Citric Acid	Hydrochloric Acid	Carus 3050 or equivalent	Carus 3150 or equivalent	Carbon Dioxide Gas	Oxygen Gas	Liquid Polymer	Quick Lime (5 to 10 mm)	Anionic Dry Polymer
Delivery Method	Tonner cylinder	Bulk (MT)	Bulk (MT)	Bulk (MT)	Bulk (MT)	25 kg bag	5L jugs	45 gallon drum	45 gallon drum	25 kg pail	Bulk (MT)	45 gallon drum	45 gallon drum	25 kg pail	25 kg bag	Bulk (L)	Bulk (L)	Drum (L)	Bulk (MT)	Bulk (kg)
Sydney	22									12				576			23000			
Louisbourg	7		23	21											70					
North Sydney	10		21.6	78.8				88	36		6.3	12	1	576						
Glace Bay	12	380		145	110	36	500		12	110	15			400		43000				
New Waterford	5	66		76.5						26	4.5			240						
Grand Lake	1																			
Battery Point		790																9600	90	3600
Dominion/ Bridgeport																		1200		
Total	57	1236	45	321	110	36	500	88	48	136	38	12	1	1792	70	43000	23000	10800	90	3600
Unit Price																				
Extension																				

Notes:
 Recommended equivalents can be provided with back up for effective application.
 Some delivery methods are negotiable.
 Hydrofluosilic Acid orders are not likely during the first year of this contract.