



**TOWN OF MARATHON  
SUPPLY OF PROPANE  
REQUEST FOR QUOTATIONS**

**Closing Date: Thursday, August 1, 2024**

**PART I – GENERAL**

**A. INTRODUCTION**

1. The Town of Marathon invites proposals for the work described as the **Supply of Propane** in accordance with the terms and conditions outlined herein.
2. The Town intends to award this contract to one (1) supplier for a three (3) to five (5) year period commencing October 1, 2024.

The volume of propane used annually is approximately 200,000 litres and 5,000 lbs. Purchasing during the term of this contract may increase or decrease from the quantity noted and the Town makes no representation as to the amount that will be purchased.

**B. REQUEST FOR QUOTATIONS**

Signed proposals, executed and dated, will be received by Mrs. Serena Goodchild, Deputy Clerk, by electronic submission to [tenders@marathon.ca](mailto:tenders@marathon.ca) before 2:00 pm local time on Thursday, August 1, 2024.

1. Proposals submitted after the above time shall be returned to the supplier unopened.
2. Amendments to the submitted Proposals will be permitted, if received prior to the closing date and if endorsed by the same party or parties who submitted the offer by email to [tenders@marathon.ca](mailto:tenders@marathon.ca). Amendments will be accepted provided that the amendment only is shown and not the total proposal price.
3. All prices shall be submitted in Canadian funds only. No authorization to pay in any foreign currency will be permitted. The price(s) quoted **INCLUDE** all duty, taxes (other than HST), customs, clearances, cartage, freight, storage, margins and all other charges now or hereafter imposed or in force and is a **Total Firm Price**. All applicable taxes (HST/GST) to be **EXTRA** and shown separately on invoicing.
4. All suppliers must submit a completed Part III: Proposal Form.
5. Proposal Ineligibility.
  - 5.1 Proposals that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain mathematical errors, erasures, alterations, or

irregularities of any kind may, at the discretion of the Town, be declared disqualified.

5.2 Proposals with Proposal Forms and enclosures which are improperly prepared may, at the discretion of the Town, be declared disqualified.

6. Submissions

6.1 Suppliers shall be solely responsible for the electronic delivery of their proposals in the manner and time prescribed. All proposal documents must be sent according to the instructions shown above, and the Town will accept no responsibility for proposal documents electronically delivered to other Town emails and, at the discretion of the Deputy Clerk, may be declared disqualified.

6.2 Submit one copy of the executed offer on the Proposal Form provided, signed with the email heading "Town of Marathon RFP – Supply of Propane".

7. Proposal Requirements.

7.1 The Proposal Form must be signed by a duly authorized Signing Officer(s) in their normal signatures to be considered. Insert the capacity in which the Signing Officer acts, under each signature. If the Proposal is signed by Officials other than the President and Secretary of the Company, or the President-Secretary-Treasurer of the Company, a copy of the By-Law Resolution of the Board of Directors authorizing them to do so, must also be submitted electronically with the Proposals.

8. Facsimile or hand delivered Proposals will not be accepted.

**C. CONTRACT/PROPOSALS DOCUMENTS**

1. Availability

Proposal documents are made available only for the purpose of obtaining proposals for this project. Their use does not confer a license or grant for other purposes.

2. Examination

Upon finding discrepancies or omissions in the Proposal Documents, immediately notify the Deputy Clerk.

### 3. Queries

- 3.1 Questions relating to Proposals, submissions or contractual requirements must be directed by email to Daryl Skworchinski, CAO/Clerk, [cao@marathon.ca](mailto:cao@marathon.ca)

Information obtained from sources other than the above, is not official and may be inaccurate.

### 4. Addenda

- 4.1 Addenda may be issued during the proposal period. All addenda become part of the Contract Documents. Include costs in the Proposal Price.
- 4.2 Responses are binding only when confirmed by written addenda sent electronically.
- 4.3 Suppliers are advised that addendums may be issued as part of this contract. Addendums will be issued to prospective suppliers as soon as possible prior to the closing of the Proposals.

## **D. TOWN AWARD CRITERIA**

**The Town of Marathon is interested in receiving surety of pricing over the term of this agreement. Suppliers that present guaranteed pricing for each year of the term will receive higher consideration than suppliers submitting guaranteed pricing only for year one of the agreement. The Town will award the contract for the SUPPLY OF PROPANE to one supplier proposing the best overall value to the Town that complies with the terms and conditions as specified in this RFP.**

## **E. INSURANCE**

### 1. Comprehensive General Liability Insurance

- 1.1 The successful supplier shall provide and maintain, either by way of a separate policy, or by an endorsement to his existing policy, Comprehensive General Liability Insurance, acceptable to the Town and subject to the limits of not less than two million dollars (\$2,000,000.00) inclusive, per occurrence for bodily injury, death and damage to property including loss of use thereof.
- 1.2 Except for Automobile Liability Insurance, the insurance shall be in the joint names of the successful supplier and the Town.
- 1.3 The supplier shall provide and maintain liability insurance with respect to owned licensed vehicles subject to limits of not less than two million dollars (\$2,000,000.00).

- 1.4 Prior to commencement of the work, the supplier shall provide the Town with a Certification of the Comprehensive General Liability Insurance Policy as described in subparagraphs 1.1, 1.2 & 1.3 above.
- 1.5 All liability insurance policies shall contain an endorsement to provide all Named Insured with prior notice of changes and cancellations. Such endorsement shall be in the following form;

“It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way, nor cancelled, until thirty (30) days after written notice of such change or cancellation has been given to all Named Insured.”

## **F. OFFER ACCEPTANCE/REJECTION**

### 1. Duration of Offer

Proposals are irrevocable and shall remain open for acceptance for a period of sixty (60) days after the closing date.

### 2. Acceptance of Offer

2.1 The lowest priced Proposal or any Proposal, may not necessarily be accepted.

2.2 After acceptance by the Town, the Deputy Clerk will issue the successful supplier a written Notice of Award.

## **G. WORKERS' COMPENSATION**

The supplier shall abide by all provisions of the Workers Safety Insurance Board and upon request by the Town, supply proof that all assessments have been paid.

## **H. INDEMNITY**

Notwithstanding the providing of insurance coverage by the supplier, the supplier hereby agrees to indemnify and save harmless the Town, its officers, agents, servants and employees and each of them from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the supplier, its servants, agents, sub-contractors and sub-subcontractors, in providing the services and performing the work of this Contract, excepting always liability arising solely out of the negligent act or omission of the Town.

## **I. PATENT INFRINGEMENT**

Suppliers may be required to demonstrate to the Town that the material(s) or processes included in their Proposal do not infringe any Patent, and that if, for any reason, a claim is subsequently made by anyone suggesting that a Patent has been infringed and that the Town may be liable, such supplier will indemnify the Town in every respect regarding the claim.

## **J. ENVIRONMENTAL PURCHASING STATEMENT**

The Town, whenever possible and economical, will accept alternate Proposals that contain maximum levels of Post-Consumer wastes. The Town encourages and promotes suppliers to submit Proposals on Goods and/or Services that may contain elements that may reduce damage to the Environment.

## **K. PRODUCT AVAILABILITY AND RECORDING**

1. Supplier must be capable of filling both 43-lb. and 100-lb. cylinders.
2. All propane shall be metered by the supplier and a ticket indicating the volume of propane purchased shall be provided to the Town. The supplier will be required to provide Proof of Certification of dispensing meter accuracy to the Deputy Clerk prior to award of the contract.
3. All fuels shall conform to Standard H.D.-5 of the Canadian Government Specification Board.
4. All cylinders pertaining to this supply Proposals shall be filled on site at the Facilities as listed in Part II: Specifications.
5. Any change out costs, due to this supply contract being awarded to a new supplier, shall be the responsibility of the new supplier.

**PART II: SPECIFICATIONS**

The following list indicates the Town facilities requiring propane.

<b>DEPARTMENT</b>	<b>LOCATIONS</b>	<b>DELIVERY REQUIREMENTS</b>
COMMUNITY SERVICES	Recreation Complex	- 1 x 3000 USWG tanks filled as required - 8 x 43 lb. cylinders filled weekly (Sept 15 – April 1)
COMMUNITY SERVICES	Golf Course	- 1 x 3785 USWG tank filled as required
WORKS & OPERATIONS	Works Garage	- 3 x 1000 USWG tanks filled as required - 4 x 100 lb. cylinders filled as required
WORKS & OPERATIONS	Storage Garage	- 3 x 1750 USWG tanks filled as required
WORKS & OPERATIONS	Airport Garage	- 2 x 1000 USWG tanks filled as required
WORKS & OPERATIONS	Industrial Park Booster Station	- 1 x 1000 USWG tank filled as required
LIBRARY/MEDICAL CLINIC	Public Library/Medical Clinic	- 1 x 1000 USWG tank filled as required
FIRE HALL	Fire Hall	- 1 x 2000 USWG tanks filled as required

Additional Requirements:

1. If a new supplier is awarded this contract, the switchover of fittings to tank configurations, installations and certification costs will be the responsibility of the supplier.
2. If a new supplier is awarded this contract, propane equipment provided will be either refurbished or new. Equipment sizing should be similar to existing storage on site.
3. Supplier is responsible for any maintenance on their equipment as required and specified by T.S.S.A. or the Town.
4. Equipment rental charges must be specified in the Proposal.
5. All taxes, fuel surcharges and other applicable costs must be specified in the Proposal.
6. A complete list of services available from the supplier, location(s) of service centre, available service personnel, and contact information must be provided.

**PART III: PROPOSAL FORM – FIXED PRICING**

**The price quoted shall remain fixed for three to five years (please indicate).**

Suppliers must complete this form and sign it. Facsimile Proposals will not be accepted.

Proposals Submitted By: \_\_\_\_\_  
(Name of Firm)

To supply PROPANE in accordance with terms and conditions outlined in PARTS I and II.

	Supplier Base Price	Freight	Fuel Surcharge/ Delivery Fee	Supplier Margin	Other	GST	TOTAL Per Lb./Litre (Specify)
<b>CYLINDER PROPANE</b> - filled at Town locations - approx. 5,000 lbs - to be filled only if cylinder is empty							
<b>PROPANE FUEL</b> - filled at Town locations specified - approx. 200,000 l							

2. COST OF SUPPLY OF ADDITIONAL CYLINDERS \$ \_\_\_\_\_/43 lb.  
\$ \_\_\_\_\_/100 lb.

3. EQUIPMENT RENTAL/CHARGES – Specify  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_/year  
\$ \_\_\_\_\_/year  
\$ \_\_\_\_\_/year

4. SERVICE/LABOUR – Specify  
\_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_/hour  
\$ \_\_\_\_\_/hour

5. TOTAL ESTIMATED ANNUAL COSTS TO THE TOWN \$ \_\_\_\_\_

6. PROPOSED TERM OF FIXED PRICING \_\_\_\_\_ years

7. SPECIFY SOURCE (WEBSITE) FOR CURRENT PRICING \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Town: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_