



Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR TENDER

<p>Tender Number F18-INF-2017-010 BOURGET LANDFILL SITE RECONFIGURATION</p>

Request for Tenders Issued On: 23-MAR-2017

Tender Submission Deadline: 2:00:00pm on 20-APR-2017 Local Time in Clarence-Rockland Ontario, Canada

Deliver to:

**The Corporation of the City Clarence-Rockland
1560 Laurier
Clarence-Rockland
Client Service Center
Rockland, ON
K4K1P7**



F18-INF-2017-010

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COMMUNICATIONS

All questions related to this Tender, or for clarification on completing the Bid Submission Form, are to be directed in writing to:

Single Point of Contact:

Manager Supply & Processes

Tel: 613-446-6022, Ext. Ext 2206

E-mail: Glalonde@clarence-rockland.com

All questions relating to this Request for Tender or any clarification with respect to this Tender should be made in writing **no later than 10 working days prior to closing date**. We cannot guarantee a response to any questions received after this deadline. The City reserves the right to extend the closing deadline if required.

Written answers or clarifications to issues of substance shall be shared with all Bidders and will be issued as part of the Tender Documents in the form of an Addendum. Replies in any other manner will not be legally binding. All Addenda should be acknowledged on the Bid Submission Form.

No verbal communications shall modify the terms, conditions, or specifications, unless they are confirmed in writing to all potential bidders by the City of Clarence-Rockland Procurement Services in the form of an addendum.

Should a Bidder find omissions from or discrepancies in any of the RFT documents, unnecessary restrictions in the specifications, or should he/she be in doubt as to the meaning of any part of this document, he/she should notify the contact named above in writing prior to submitting a bid. An addendum will be issued if it is determined that a correction, explanation or interpretation is necessary or desirable.

Addenda will be posted on the www.merx.ca *The Tender and addenda will also be posted on the City of Clarence-Rockland Web site at www.Clarence-Rockland.com.*

If Bidders fail to report any discrepancies, errors or omissions to the Buyer as specified, Bidders will be deemed to have accepted all such specifications as being accurate, and the City will not approve any alternatives or extra charges subsequent to acceptance of the bid. Therefore, Bidders are encouraged to review the document in full before the deadline for questions.





1. ELIGIBILITY TO PARTICIPATE

Open competition.

2. TENDER TIMELINE

Event	Anticipated Date
Request for Tender issued	23-MAR-2017
Last Day for submitting e-mail inquiries	06-APR-2017
Tenders due from firms	20-APR-2017 2:00PM
Evaluations	MAY 2017

3. SUBMISSION OF BID

Bids received after the deadline, whether delivered personally, or if mailed, regardless of postal markings, will not be opened and returned to the bidder. Fax or electronic (email) submissions will not be accepted.

Sealed Bids, one original and one copy, in a clearly marked envelope which includes the prescribed form(s) as instructed are to be delivered to City Hall, 1560 rue Laurier, Client Service Center, Rockland, Ontario, no later than 2:00 p.m. Local Time on 20-APR-2017.

Bidders are required to submit the following with their Bid:

Bid Submission Forms, pages **33,34,35,36,37,38,39,40,41,42** must be submitted including all information as applicable to this contract.

- ~ Bid Submission Form
- ~ Pricing Schedule
- ~ List of Subcontractors
- ~ Key personnel
- ~ Bidder's Experience In Similar Work
- ~ Agreement to Bond

Proposals should be submitted in accordance with the instructions set out in this RFP.

Proposals should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Proposal and any of the copies, the original shall prevail.

4. PERFORMANCE BOND

Upon award of this Contract, and prior to signing of Contract documents, the successful bidder shall deposit with the Designated Official, the following documents, such bond must be in the form of CCDC 221 or the most recent Ontario Provincial Standard Form or the Surety Association of Canada.

- i) Performance Bond for 25% of the tender.
- ii) 25% Labour and Materials Bond.



The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the City.

Bidders shall submit with their Bid Form an "Agreement to Bond" or "Consent of Surety", stating that the surety providing the Bond is willing to supply the required Performance Bond and Labour and Material Payment Bond.

5. GENERAL DESCRIPTION

In 2015, the City of Clarence-Rockland had identified in its Solid Waste Management Strategy the need to establish a scale house at its landfill. In late November 2015, the council approved a new waste and recycling collection contract that was based on tonnage. The new contract has taken effect on March 14th 2016.

With the installation of a scale, a reconfiguration of the entrance was also desired. The new entrance would serve a few purposes, including enclosures to drop-off recyclables and a new Household Hazardous Waste (HHW) depot. The goal of the site reconfiguration is for citizens to unload all items that are free of charge prior to climbing on the scale. A new entrance shall be placed east of the current entrance. Traffic would travel through the stations prior to climbing on the scale for first weighing, where they would then travel to the dumping face of the landfill site.

The description of the Work is not, nor is it intended to be, complete and all inclusive.

See Appendix D (Issued for Tender Drawings) and E (Specifications) for a more detailed description of the project.

6. SCHEDULED or (MANDATORY) MEETING:

1. Kick-off Meeting with the City
2. Minimum one site visit meeting during construction

7. LATE BIDS

Only Bids that have been time stamped by City staff and received at the Client Service Center will be considered. It is the responsibility of the Bidder to ensure that their Bids arrive on time at the Client Service Center. The City of Clarence-Rockland takes NO responsibility for Bids submitted via third parties and will NOT guarantee placement in the Bid Deposit box by closing time.

8. OPENING OF BIDS

Bids will be opened publicly by Procurement Services staff who will also notify proponents on the winning bidders name and value of the contract once the project has been awarded.

Time 2:00 PM on 20-APR-2017
Site: City Hall



9. WITHDRAWAL OF BIDS

A Bidder may withdraw their Bid by written notice on business letterhead, clearly identifying the project, signed by an authorized individual and received by Procurement Services UNTIL 1:59 PM Local Time on the closing day. Faxes will be accepted (613) 446-1497 with the receiving time at Procurement Services being the "Official" time of receipt. Procurement Services takes NO responsibility for fax transmittals NOT being received on time, regardless of when they were transmitted.

If more than one (1) bid is received under the same name for the same contract and no Bid Withdrawal Form has been received, the Bid contained in the Bid Envelope bearing the latest date and time shall be considered the intended Bid. The first Bid received shall be considered withdrawn and returned to the Bidder.

10. ADDENDUM / ADDENDA

All clarifications, and/or modifications to the bid documents will be made by written addendum. All such modifications shall be incorporated into the bid documents and shall be considered when determining the base bid. Replies to questions and modifications in any other manner will not be legally binding and the City of Clarence-Rockland will assume no responsibility for oral instruction or suggestion provided by any City representative or consultant.

N.B. It is the responsibility of the vendor to check the Merx Web Site or the City Web site for any possible addenda.

Bidders will be allowed the opportunity to acknowledge Addendum / Addenda 48 hours after the closing date and time.

Bidders will **not** be allowed to alter their submission in any way after the closing date and time has elapsed.

Bidders should acknowledge receipt of all Addendum / Addenda by inserting in the space provided on the Bid Submission Form, the numbers of all Addendum / Addenda received during the bidding period.

11. REJECTION OF BIDS

The City of Clarence-Rockland reserves the right to reject any, or any part of, or all Bids, or cancels this Bid at any time for any reason whatsoever and also reserves the right to award the contract to other than the lowest compliant bidder.

The City of Clarence-Rockland will not consider Bids where the Bid Submission Form is improperly or incompletely filled out. The Bid Submission Form is supplied by the City of Clarence-Rockland. Bids submitted to the Client Service Center, City Hall, Clarence-Rockland, Ontario, after the designated closing time on the due date will not be considered, regardless of the circumstances which resulted in the late arrival to the Bid Deposit Box, and regardless of any postal cancellation date that may be imprinted on them.

The Bid Submission Form must bear a signature of an authorized person(s) of the bidder.



12. BID IRREGULARITIES

All bids received by the City of Clarence-Rockland are governed by its Procurement By-law, which in part provides staff with guidance in determining the validity of all Bids.

Bid irregularities will be dealt with in accordance with the following table:

<p>Corporation de la Cité de Clarence-Rockland</p> <p>ANNEXE « E »</p> <p>SOMMAIRE DES IRRÉGULARITÉS DE SOUMISSIONS</p>	<p>Corporation of the City of Clarence-Rockland</p> <p>ANNEXE "E"</p> <p>BID IRREGULARITIES SUMMARY</p>
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ITEM	DESCRIPTION	MAJOR/ MAJEUR	MINOR/ MINEUR	ACTION
1.	Soumissions en retard (peu importe le temps) / <i>Late bids (by any amount of time)</i>	X		Rejet automatique / <i>Automatic rejection</i>
2.	Soumissions complétées au crayon <i>Bids completed in pencil</i>	X		Rejet automatique / <i>Automatic rejection</i>
3.	La caution de soumission n'est pas remis avec la soumission lorsque la demande de soumission (ou n'importe quel addenda) indique qu'une telle caution est exigée. <i>Bid surety not submitted with the bid when the bid request (or any addenda) indicated that such surety is required.</i>	X		Rejet automatique / <i>Automatic rejection</i>
4.	<u>EXÉCUTION DE L'ENTENTE DE CAUTIONNEMENT</u> a) Le sceau de la société de cautionnement ou la preuve équivalente d'autorité pour engager la compagnie ou documents non signés. b) La société de cautionnement non autorisée de faire affaire en Ontario. <u>EXECUTION OF AGREEMENT TO BOND</u> a) <i>Bond company corporate</i>	X		Rejet automatique / <i>Automatic rejection</i>



<p>Corporation de la Cité de Clarence-Rockland</p> <p>ANNEXE « E »</p> <p>SOMMAIRE DES IRRÉGULARITÉS DE SOUMISSIONS</p>	<p>Corporation of the City of Clarence-Rockland</p> <p>ANNEXE "E"</p> <p>BID IRREGULARITIES SUMMARY</p>
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	<i>OTHER BID SECURITY</i> <i>Cheque which has not been certified</i>			<i>Automatic rejection</i>
7.	Soumissionnaires qui n'assistent pas à la réunion de site obligatoire <i>Bidders not attending mandatory site meeting</i>	X		Rejet automatique <i>Automatic rejection</i>
8.	Enveloppes de soumissions décachetées <i>Unsealed tender envelopes</i>	X		Rejet automatique <i>Automatic rejection</i>
9.	Enveloppe de réponse nécessaire ou l'étiquette non utilisée <i>Proper response envelope or label not used</i>		X	Accepté si officiellement reçu à temps <i>Accepted if officially received on time</i>
10.	Page comportant le prix ou la signature manquante <i>Pricing or signature pages missing</i>	X		Rejet automatique <i>Automatic rejection</i>
11.	Sécurité financière insuffisante (c'est-à-dire, aucun dépôt ou cautionnement provisoire ou dépôt insuffisant) <i>Insufficient financial security (i.e. no deposit or bid bond or insufficient deposit)</i>	X		Rejet automatique <i>Automatic rejection</i>
12.	Soumission reçue sur des documents autre que ceux fournis dans la demande <i>Bid received on documents other than those provided in request</i>		X	Acceptable à moins que spécifié autrement dans la demande <i>Acceptable unless specified otherwise in the request</i>



<p>Corporation de la Cité de Clarence-Rockland</p> <p>ANNEXE « E »</p> <p>SOMMAIRE DES IRRÉGULARITÉS DE SOUMISSIONS</p>	<p>Corporation of the City of Clarence-Rockland</p> <p>ANNEXE "E"</p> <p>BID IRREGULARITIES SUMMARY</p>
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13.	<p><u>EXÉCUTION DES DOCUMENTS DE SOUMISSION</u> La preuve d'autorité pour engager n'est pas incluse</p> <p><u>EXECUTION OF BID DOCUMENT</u> <i>Proof of authority to bind is missing</i></p>	X		<p>Rejet automatique</p> <p><i>Automatic rejection</i></p>
14.	<p>Soumissions incomplets (tous les articles non soumissionnés)</p> <p><i>Part bids (all items not bid)</i></p>		X	<p>Acceptable à moins que la soumission complète n'ait été spécifiée dans la demande.</p> <p><i>Acceptable unless complete bid has been specified in the request.</i></p>
15.	<p>Soumissions contenant des erreurs mineures</p> <p><i>Bids containing minor clerical errors</i></p>		X	<p>La Cité se réserve le droit de déroger à l'obligation de parafer et d'accepter la soumission.</p> <p><i>The City reserves the right to waive initialing and accept the bid.</i></p>
16.	<p>Les changements non parafés aux documents qui sont mineurs (c'est-à-dire, l'adresse du soumissionnaire est amendée, mais n'est pas parafé)</p> <p><i>Uninitiated changes to the request documents which are minor (i.e. the Bidder's address is amended by overwriting but not initialed)</i></p>		X	<p>La Cité se réserve le droit de déroger à l'obligation de parafer et d'accepter la soumission</p> <p><i>The City reserves the right to waive initialing and accept Bid.</i></p>
17.	<p>Des articles alternatifs soumissionnés en tout ou en partie</p>		X	<p>Disponible pour considération supplémentaire à moins que spécifié autrement dans la demande</p>



Corporation de la Cité de Clarence-Rockland ANNEXE « E » SOMMAIRE DES IRRÉGULARITÉS DE SOUMISSIONS	Corporation of the City of Clarence-Rockland ANNEXE "E" BID IRREGULARITIES SUMMARY
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	<i>Alternate items bid in whole or in part</i>			<i>Available for further consideration unless specified otherwise in request.</i>
18.	Les prix unitaires dans l'annexe des prix ont été changés, mais pas parafé Unit prices in the schedule of prices have been changed but not initialed		X	La Cité se réserve le droit de déroger à l'obligation e parafer et d'accepter la soumission The City reserves the right to waive initialing and accept bid
19.	Autres erreurs de calcul qui ne sont pas en accord avec les prix unitaires <i>Other mathematical errors which are not consistent with the unit prices</i>		X	Les prix unitaires gouverneront Unit prices will govern
20.	Les pages devant être complétées par le vendeur manquent Pages requiring completion of information by vendor are missing	X		Rejet automatique Automatic rejection
21.	Documents de soumission qui suggèrent que le soumissionnaire a fait une erreur importante dans les calculs ou dans la soumission Bid documents which suggest that the Bidder has made a major mistake in calculations or bid		X	La consultation avec un avocat sur une base de cas par cas et une référence dans le rapport du personnel si applicable Consultation with a Solicitor on a case-by case basis and referenced within the staff report if applicable

13. BIDS IRREVOCABLE

Bid submissions are an offer to the City, are irrevocable for a period of one hundred and twenty (120) calendar days, and may not be withdrawn by the Bidder after closing. Bids are open for acceptance by the City for a period of one hundred (120) calendar days.

14. BID SUBMISSION FORM

The unaltered Bid Submission Form must be completed in full, bearing a signature of an authorized person(s), and submitted in a sealed envelope, which should clearly identify both the project description and Bid # and identifies the Bidder.

Bids must be typewritten or legibly written in ink with any erasures/corrections being initialed by the Bidder in ink.



The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are **not** initialled by the bidder, or bids with any alterations to the original bid request document.

15. PRICING

All prices as submitted shall include all costs such as, but not limited to, labour, travel time, equipment, truck charges, materials, overheads, warranty and profits, disbursements and other related charges in the performance of the work. No further changes shall be permitted by any Bidder beyond the prices provided in the Bid.

All prices are F.O.B. destination, freight prepaid to Clarence-Rockland, Ontario unless otherwise specified.

16. AWARD

The lowest or any Bid shall not necessarily be accepted.

Award of this Bid shall be as recommended by the designated City of Clarence-Rockland Department in conjunction with Procurement Services, and as approved by Council (if applicable), and conveyed as a PO by Procurement Services to the successful contractor or an executed agreement which has been signed by the City and the successful contractor. The lowest or any Bid shall not necessarily be accepted.

Consideration for Award shall only be undertaken in relation to Bidders who are determined by the Owner to have satisfied all Bid Requirements.

The Owner hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- i. Accept a Bid which is not the lowest Bid submission, or reject a Bid that is the lowest Bid even if it is the only Bid received;
- ii. Cancel this Call for Bids at any time, either before or after the Closing Date and Time;
- iii. Accept the Bid deemed most favourable to the interests of the Owner or that may provide the greatest value advantage and benefit to the Owner based upon but not limited to the following criteria;
 - a) price
 - b) ability,
 - c) quality of Work, (guarantees and warranties)
 - d) service (service depot location)
 - e) past experience
 - f) past performance
 - g) completion history (including extended completion dates)



- h) qualification
- iv. Accept or reject any and all Bids, whether in whole or in part;
- v. With the exception of Part I, Instructions to Bidders, waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Bid Form or Bid submission;
- vi. Award any part of any Bid;
- vii. Accept or reject any unbalanced, irregular, or informal Bids; or
- viii. Reject any Bidder who is involved in litigation with The Corporation of the City of Clarence-Rockland.

17. NEGOTIATION (PRE CONTRACT AWARD)

In the event that all bids submitted exceed the Owners budget for the project, the Owner may negotiate changes in the scope of work with the Bidder submitting the lowest acceptable bid. Where included in the bid, unit prices shall be used to achieve the reduction. If a unit price is not provided, said change will be negotiated between the successful contractor and the Supply Manager and will be based on similar prices contained in the bid, the nature and scope of work, material required and hourly rate.

18. EVALUATION OF BIDS

The Owner reserves the right to consider, during the evaluation of Bids

- i. Information provided in the Bid itself;
- ii. Information provided in response to enquiries of credit, experience and industry references set out in the Bid;
- iii. Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder;
- iv. The manner in which the Bidder provides services to others;
- v. The experience and qualification of the Bidder's senior management, and project management;
- vi. The compliance of the Bidder with the Owner 's requirements and specifications; or
- vii. Bidders with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Bidder acknowledges that the Owner may rely upon the criteria, which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder. By submitting a Bid, the Bidder acknowledges the Owner 's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner 's failure to accept the Bid submitted by the



Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

19. VERIFICATION OF SAFETY PERFORMANCE

Bidders for consideration of possible Contract award may be required to submit a recent copy of their NEER or CAD-7 Statement upon request.

20. BIDDER PROFILE

A Bidder shall submit, in addition to any information required to be included in a Bid Form submission, if requested, evidence of experience, ability, quality of Work, service, past experience, and qualifications necessary to meet satisfactorily the requirements set forth or implied in the Bid Documents.

21. REQUIREMENTS UPON ACCEPTANCE

Prior to award, the recommended Bidder is required to submit the following in a form satisfactory to the City for execution within ten (10) business days after being notified by the City.

- i) The following documents, as listed, shall be submitted prior to or at the time of signing an agreement or prior to the issuance of a PO:
 1. Insurance Certificate;
 2. Contract Security
 3. a current copy of the Workplace Safety and Insurance Clearance Certificate, and
 4. Accessibility Standards for Customer Service Training Acknowledgement Form (see Section 6 – Appendices)
- ii) The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the City

22. BIDDERS INVOLVED IN LITIGATION WITH THE CITY OF CLARENCE-ROCKLAND

It is a matter of great importance to the City in the administration of this contract that the City's relationship with the successful bidder should be as productive, amicable and harmonious as is reasonably possible.

For the purposes of this section:

- (a) "Threatening Litigation" refers to the transmission of a written threat to commence a judicial proceeding; and;
- (b) "Pursuing Litigation" means actually commencing and / or continuing a judicial proceeding.

When:

- (i) A bid is received from a bidder who is threatening litigation or is pursuing litigation against the city in relation to previous contracts awarded to that bidder by the City; or,



- (ii) A bid is received from a bidder, against whom the City is pursuing litigation,

Active or pending litigation against the City by a vendor will prevent consideration of any bid submitted by that vendor. Each bidder expressly agrees in submitting a bid for this contract that, it shall have no claim for damages from the City in consequence of such rejection whether or not the litigation, or threatened litigation with the City which occasioned the rejection of the bid, has any merits, and whether or not it is successful or unsuccessful.

23. TRAINING REQUIRED ABOUT ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service), made under the *Accessibility for Ontarians with Disabilities Act, 2005*, requires that the contractor (successful bidder/proponent) shall ensure that its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services to persons with disabilities.

The training must be provided in accordance with the Regulation and shall include, without limitation:

- a review of the purposes of the Act and the requirements of the Regulation
- instruction about all matters set out in Section 6 of the Regulation.

This training is available to you on-line at <http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html> . The on-line training takes about twenty minutes.

The contractor (successful bidder/proponent) will be required to provide a signed acknowledgement form to City of Clarence-Rockland Procurement Services or Engineering staff (specified in this document) that confirms their compliance with Section 6 of the Regulation.



DEFINITIONS:

- 1) Award is when the contract has been signed by both the vendor and the City or a PO has been issued.
- 2) Bid is a Quote, Tender or Tender submitted to the City in response to a Bid Solicitation.
- 3) Bidder is a legal entity that submits a Bid.
- 4) Bid Irregularity is a defect contained within a response to a Bid Solicitation.
- 5) Bid Solicitation is an invitation for Bids from the City for the purpose of entering into a Contract.
- 6) Black Out Period is the period of time that starts when the Bid Solicitation is issued, and ends at the Award.
- 7) City is the Corporation of the City of Clarence-Rockland.
- 8) Compliant means the response to the Bid Solicitation conforms to the mandatory requirements contained in the Bid Solicitation.
- 9) Conflict of Interest
 - a) is defined as a situation or circumstances, real or perceived that could give a Bidder or potential Bidder an unfair advantage during a Competitive Procurement Process or compromise the ability of a Contractor to perform its obligations under their Contract.
 - b) is a situation when City employee or a member of their family has a direct financial interest in a Contract or proposed Contract with the City, and where the City employee could directly influence the decision made in the course of performing their job duties, and also where they could indirectly influence the decision through exerting personal influence over the decision-makers.
- 10) Contract is a binding agreement between two or more legal entities, awarded under this Procurement Bylaw.
- 11) Contractor is any legal entity to which a Contract is awarded.
- 12) Council is the City Council of the Corporation of the City of



Clarence-Rockland.

- 13) Litigation (Pending) is whereby a potential claimant has demonstrated or manifested an intention to assert a possible claim.
- 14) Procurement Services means the section of the Finance that is responsible for the Procurement of Goods and/ or Services for the City.
- 15) Purchase Order means; a) a written confirmation of the Procurement of Goods and / or Services at a specific cost and required for any Procurement of Goods and / or Services greater than \$25,000;
b) may be used as the City's Contract with the Vendor to formalize all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.
- 16) Tender is a submission received in response to a Request for Tender.
- 17) Vendor is a supplier / seller of Goods and/or Services.



1. **CITY NOT BOUND**

The City reserves the right to accept or reject any or all Bids, in whole or in part, to accept a Bid other than the lowest and/or to NOT accept any Bid for any reason whatsoever, and to accept any Bid if, upon evaluation analysis, it is considered to be in the City of Clarence-Rockland's best interest. Award of the contract in its entirety or in part shall be in accordance with City of Clarence-Rockland requirements.

2. **ERRORS AND OMISSIONS/ MATHEMATICAL ERRORS (Unit Prices Prevail)**

Should there be any error in extensions, additions or computations, The City of Clarence-Rockland shall be entitled to correct such errors based upon the unit prices supplied, and the corrected total shall be considered as representing the intention of the bidder, and shall be used as the basis for comparison of bid submissions.

The City shall not be held liable for any errors or omissions in any part of this RFT. While the County has used considerable effort to ensure an accurate representation of information in this RFT, the information contained in the RFT is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive.

3. **OWNERSHIP OF SUBMISSION MATERIAL**

In consideration of the right to bid being offered, the bidder (by responding) releases all rights to the bid documents, which, on acceptance by Procurement Services, become the property of the City of Clarence-Rockland.

4. **INCURRED COST**

The City of Clarence-Rockland will not be liable, nor reimburse any bidders for costs incurred in the preparation of bids, or any other services that may be requested as part of the bidding process.

5. **CONTRACT TERM**

Not Applicable

6. **TAXES AND DUTY**

- i) The City is subject to payment of Provincial and Federal (excise and H.S.T.) taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services or construction to be procured or provided during the term of this contract, the Bidder and the City mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the Bidder to bring to the City's attention any such changes.



- ii) The Bidder shall allow in their prices for all Sales Taxes that may be required to pay on materials and equipment to be utilized or expended in construction and other works. Exception being; where the Bidder is in the position to claim for Sales Tax Rebates or input Tax Credits (ITCs) on the material used.
- iii) The Total Bid price shall be deemed to be inclusive of all Duties, Federal and Provincial taxes applicable to the vendor's charges to the City.
- iv) It is the Bidder's responsibility to investigate and otherwise familiarize themselves with all applicable federal and provincial tax laws as they relate to the specifications, and include related costs and the effect of available rebates / ITCs accordingly in the charges for all options.

7. NON-RESIDENTS

Canada Revenue Agency (CRA) Regulation 105, regarding Withholding Tax, is applicable to payments made to non-residents who provide their services in Canada. Further information on the income tax filing requirements for non-residents may be obtained on the CRA website www.cra.gc.ca and in the CRA guide T4058, Non-Residents and Income Tax:

Federal Withholding Tax regulations require that the City withhold 15% from amounts paid to non-resident contractors for services provided in Canada, unless a waiver has been provided. These amounts are remitted to the Canada Revenue Agency (CRA) and are considered a "payment on account" of the non-resident's Canadian tax liability. Non-residents may apply to CRA for a waiver or reduction of the Withholding Tax.

8. GOVERNING LAW

The obligations of the parties and resolutions of any disputes shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, both as to interpretation and performance, and shall be treated, in all respects, as an Ontario contract. The parties shall attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

9. COPYRIGHT

The copyright for respective procured concepts and/or materials will become the property of the City of Clarence-Rockland unless otherwise mutually agreed upon by the successful Bidder and the City.

10. ABILITY AND EXPERIENCE OF BIDDERS

The City reserves the right to reject any BID unless the bidder is known to be skilled and regularly engaged in work of a character similar to that covered by the specifications of the work. The City also reserves the right to reject a Bid submitted by a bidder who has defaulted on, or failed to satisfactorily complete, other similar work in the past.

In order to aid the City in evaluating submissions, it may be necessary for each bidder to supply the City with additional information as specified in any special conditions. These may include, but not be limited to, references for similar work, background, a list of equipment to be used, or evidence of appropriate licences, evidence of financial stability.



11. FREEDOM OF INFORMATION

All information supplied to the City in this document becomes the property of the City of Clarence-Rockland and is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

The names and bid amount of all bidders will be disclosed in accordance to our Procurement By-law.

Bidders agree that all documentation and information contained in any Bid Submission become the property of the City of Clarence-Rockland and as such, may be subject to disclosure under the terms of the *Municipal Freedom of Information and Protection of Privacy Act*. Although the City of Clarence-Rockland can in no way be responsible for any interpretation of the provision of this Act, if any Bidder believes any part of its Bid Submission reveals any trade secret of the Bidder, any intellectual property right, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the Bidder and if the Bidder wishes the City of Clarence-Rockland to attempt to preserve confidentiality of same, the particular trade secret, property right or information should be clearly designated as confidential.

12. WORKPLACE SAFETY AND INSURANCE BOARD

The Contractor shall provide the municipality with a current "Clearance Certificate" from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers' Compensation Act have been paid.

Safety in the workplace is accomplished by:

- removal of, or safeguarding against, environmental health and physical hazards,
- establishment of safe working practices,
- provision of safety devices,
- provision, use and maintenance of personal protective devices,
- provision and participation in appropriate training
- Compliance with the Occupational Health and Safety Act and Regulations.

If the successful Proponent is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' must provide a letter from WSIB acknowledging independent contractor status confirming that WSIB cover is not required prior to commencement of work.

13. CONFLICT OF INTEREST

The Contractor, all of the Subcontractors, and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the Owner) with the provision of the Work pursuant to the Contract. The Contractor acknowledges and agrees that a conflict of interest includes the use of Confidential Information where the Owner has not specifically authorized such use.

The Contractor shall disclose to the Owner, in writing, without delay any actual or



potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any Subcontractor or Supplier that is directly or indirectly affiliated with or related to the Contractor.

The Contractor covenants and agrees that it will not hire or retain the services of any employee or previous employee of the City of Clarence-Rockland where to do so constitutes a breach by such employee or previous employee of the previous employer's conflict of interest policy, as it may be amended from time to time.

A breach of this Article by the Contractor, any of the Subcontractors, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the Owner to terminate the Contract, in addition to any other rights and remedies that the Owner has in the Contract, in law, or in equity.

14. INSURANCE/INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all losses, liabilities, judgments, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from or arising out of the Contractor's omissions, or failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Contractor, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Contractor.

The Contractor, during the term of the contract, at its expense, shall take out and keep in full force and affect the following insurance policies:

a) **Commercial General Liability insurance** insuring all services, operations, products, and work as described in the contract. The policy will be extended to include bodily injury, property damage, personal injury and advertising injury, contractual liability, products- completed operations, contingent employer's, and owners and contractors protective liability to a limit of not less than five million dollars (\$5,000,000) per occurrence.

The policy shall include a cross liability and severability of interest clause and be endorsed to name The Corporation of the City of Clarence-Rockland as an additional insured;

a) **Non-owned automobile insurance** to a limit of not less than one million dollars (\$1,000,000) and;

b) **If applicable, automobile insurance (OAP1) for both owned and leased vehicles** with inclusive limits of not less than one million dollars (\$2,000,000).

All policies of insurance shall:

(i) be written with an insurer licensed to do business in the Province of Ontario;



- (ii) contain an undertaking by the insurers to notify the City of Clarence-Rockland in writing not less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law;
- (iii) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City of Clarence-Rockland and;
- (iv) any deductible amounts will be borne by the Contractor.

Upon notification of intent to award the Contract and within ten (10) business days, the Contractor shall provide to the City of Clarence-Rockland proof of insurance on a form of a certificate of insurance which has been signed by an authorized representative of the insurer which references the appropriate bid number. The Contractor will make available complete certified copies of all applicable insurance policies for examination if required by the City.

Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the City within fifteen (15) business days prior to the expiration or replacement of the current policies, without demand by the City.

The City reserves the right to require the Contractor to purchase such additional insurance coverage as the City may reasonably require. The City reserves the right to request such higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time.

It shall be the sole responsibility of the contractor to determine what additional insurance coverage and limits are necessary to fulfill its obligations in accordance to the contract.

15. INSURANCE CLAIMS

Claims or alleged claims received by the Contractor shall be dealt with immediately by the Contractor.

- (a) The Contractor shall retain an independent adjuster who will determine the Contractor's liability for all third party claims, and advise the claimant in writing of the determination of liability within sixty (60) days of service of the claim on the Contractor. Copies of such determination of liability shall be forwarded to the City of Clarence-Rockland.
- (b) If the Contractor or the Contractor's independent adjuster fails to respond within the time noted in (a) or responds in a manner inconsistent with the evidence at hand, the City of Clarence-Rockland reserves the right to have another independent adjuster review the claim and determine liability therefore. Any monies incurred by the City of Clarence-Rockland to investigate, defend and satisfy any third-party claim where it was determined that the Contractor was liable will be deducted from monies owing to the Contractor by the City of Clarence-Rockland.
- (c) If a claim is settled to the satisfaction of the Claimant, the Contractor shall provide the City of Clarence-Rockland with a copy of the Claimant's Release. The Claimant's Release shall cover the interests of the Contractor and The Corporation of the City of Clarence-Rockland, its employees, agents and anyone for whom it is in law responsible.



16. DEFAULT

In the event that the successful bidder fails to properly, promptly, and fully carry out the work required by these documents, the City reserves the right to notify the successful bidder to discontinue all work under this contract, to advertise for new Bids or carry out the work in any way as the City may, at its sole discretion, deem best. The bidder further agrees to save and hold harmless the City of Clarence-Rockland and/or its officers, agents, or servants from all loss, damage, liability, cost, charge or expense whatsoever which it, they or any of them may suffer, incur or be put to by reason of such default or failure.

17. TERMINATION

In the event that the contractor fails to comply with any provision of this agreement or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the City, the City may give the contractor notice in writing of such failure. In the event that the contractor has not remedied its failure within ten (10) days of the said notice, the City shall be entitled to exercise any one or more of the following remedies:

- a) The City may terminate the contract without further notice, and exercise its rights to the performance security provided by the contractor;
- b) The City may withhold any payment due to the contractor hereunder until the contractor has remedied its failure;
- c) The City may engage the services of another contractor to remedy the contractor's failure, and obtain reimbursement therefore from the original contractor. The said reimbursement may be obtained either through deduction from any amounts owing to the contractor hereunder, or through any other legal means available to the City; or
- d) The City may assert any other remedy available to it in law or equity.

Unless the City expressly agrees to the contrary, any failure of the City to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of the City to subsequently obtain such remedies.

18. SUSPENSION OF BIDDERS

At the discretion of Procurement Services, any Bidder may be suspended from consideration of their Bids for up to 3 years for default of delivery, unsatisfactory performance, safety concerns, lobbying and contravention of a Bid Solicitation document.

19. SKID AND DRUM DEPOSITS

If returnable skids, drums or reels are supplied, the Vendor must indicate if an extra charge applies and if this is fully refundable. The Corporation prefers that the Vendor pick up skids, drums or reels when empty with no deposit or demurrage charge.

20. INSPECTION

All shipments shall be subject to final inspection after receipt by the City at destination. Delivery to the City is not to be an acceptance unless inspected and approved by the City and subject to rejection based upon:

- a) defective products or workmanship discovered within one year of the date of receipt



- b) latent defects, frauds and mistakes

21. REJECTION

- 20.1 If any of the goods are found at any time to be defective in material, workmanship, quality, quantity or otherwise not in strict conformity with the specifications or requirements of the original Bid request and any subsequent order, the City in addition to any rights to which it may have under warranties or otherwise shall have the right to reject and return such goods for full credit. All freight charges are to be at the Vendor's expense.
- 20.2 Without limiting the foregoing right of rejection, the City shall have the right to require prompt replacement, repair or correction of defective work or goods at the risk and expense. If the Vendor is unable or unwilling to effect such replacement, repair or correction the Corporation may do so by using its own workers, goods or facilities or by outside contract and shall be entitled to charge the original Vendor for excess costs directly or indirectly occasioned thereby.

22. VENDOR RESPONSIBILITIES

- 21.1 It is mutually agreed and understood that the Vendor shall not assign, transfer, convey, sublet or otherwise dispose of the Tender, or Contract or the right, title or interest therein, or the powers to execute the same, without the previous written consent of the City.
- 21.2 Acceptance of a purchase order issued by the City for a bid or any part of a bid shall constitute a contract between the City and the Vendor which shall bind the Vendor on his part to furnish and deliver the goods or services at the prices given and in accordance with the conditions of the bid and these Standard Terms and Conditions.

23. CONTRACT AND VENDOR REQUIREMENTS

The vendor hereby covenants and agrees that if their Tender or any part thereof is accepted by the Corporation, they:

- a) Shall **perform** the contract in accordance with the specifications, terms and conditions under which it is awarded.
- b) Shall use due care that no person is injured and that no property is damaged in the performance of the work.
- c) Shall not, except with the consent of the City in writing, release information relating to any subsequent order for **advertising**, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the City be used for, or in connection with, any advertising or promotional purpose of the Vendor.
- d) Vendors are to treat information gained while working with the City confidentially and not use it for any other project and return it to the City if requested with no copies to be retained.,



- e) (i) Shall provide a complete list of all controlled products, hazardous materials, products containing hazardous materials, and all biological or chemical agents or devices or equipment producing or emitting a physical agent and any substance, compound, product or physical agent that is deemed to be, or contains, a designated substance as defined under the Act and the Regulations, which will be supplied or used in the work, before commencing. The Vendor/contractor shall provide appropriate information and **Material Safety Data Sheets**, where required, with the shipment
- (ii) Shall ensure that contractors, sub-contractors and all of their employees are trained in W.H.M.I.S.

24. INVOICE REQUIREMENTS

The Contractor will submit to the City of Clarence-Rockland, Finance – Accounts Payable, an invoice for payment at the completion of work.

All applicable taxes are to be itemized separately on invoices, i.e. H.S.T.

25. PAYMENT TERMS

Net 30 days after receipt of invoice unless a discount for quick payment is offered. No other terms of payment will be accepted whether stated / implied without written approval. Payment may be delayed if the goods and / or services are not acceptable to the Corporation.

HOLD BACK: The City of Clarence-Rockland reserves the right to retain a hold-back of ten (10) percent of the total amount due on this contract for forty five (45) days past completion as security against a construction lien or other claims.

Payments shall be subject to the holdback and other provisions of the Construction Lien Act.



1. OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) REQUIREMENTS

- 1.1 The following requirements and conditions shall be included in all agreements with Contractors (and sub-Contractors) engaged by or on behalf of the City:
- 1.1.1 Contractors with known poor safety records or with inadequate qualifications or equipment will not be considered for award;
 - 1.1.2 Contractors acknowledge that they regularly read and understand the Occupational Health and Safety Act R.S.O. 1990, C. 0.1 ("OHSA") and regulations, made under that statute;
 - 1.1.3 the Contractor shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations. Any such requirements established by the City shall be included in the Bid Documents and the Contractor agrees to assume full responsibility for the enforcement of same;
 - 1.1.4 the Contractor shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work;
 - 1.1.5 the Contractor shall allow access to the work site on demand to representatives of the City provided that they are in full compliance of the Occupational Health and Safety Act and Regulations;
 - 1.1.6 the City will take all action necessary to support the Contractor's health and safety efforts and to ensure that the City-owned and controlled environments in the vicinity of the project are free from hazards;
 - 1.1.7 the Contractor acknowledges and agrees that any serious breach or breaches of health and safety requirements, whether by the Contractor or any of its Subcontractors may permit the City to elect to cancel the Contract; and
 - 1.1.8 the Contractor acknowledges and agrees that any damages or fines that may be assessed against the City by reason of a breach or breaches of the OHSA by the Contractor or any of its Subcontractors will entitle the City to set-off the damages so assessed against any monies that the City may from time to time owe the Contractor under the Contract or any other contract whatsoever



- 1.2 The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agent(s) and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the OHSA and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- 1.3 Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Contractor shall ensure that the requirements of the OHSA and associated regulations are complied with.
- 1.4 The Contractor shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- 1.5 The Contractor shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities. This plan shall include, but not be limited to, procedures for entering a confined space on the work site.
- 1.6 The Contractor agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the City.

2. TOXIC AND HAZARDOUS SUBSTANCES

If the Successful Contractor encounters unidentified toxic or hazardous substances at the Place of the Work, or has reasonable grounds to believe that unidentified toxic or hazardous substances are present at the place of the Work, the Successful Contractor shall take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death, and that no property is injured or destroyed as a result of exposure to the presence of the substances, and immediately report the circumstance to the City in writing.

3. LICENCES AND PERMITS

The successful bidder will be responsible for applications and fees associated with any and all **licences and permits** required by any and all governing bodies unless otherwise stipulated in the bid request document. A copy of all permits, and any other required documentation will be forwarded to the City's designate for City records.

The Proponent shall obtain upon award the following permit.
Permis d'affaire / Business Licence

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND
BY-LAW 2006-62



4. **EVIDENCE OF QUALITY**

It is the bidder's responsibility to prove their product/service quality meets the City of Clarence-Rockland's requirements and bidders may be required to submit evidence in a form acceptable to the City. Substitution of materials equipment or methods different from that outlined in the specifications / terms of reference will not be accepted unless provided for within the bid request document or without the written approval of the City of Clarence-Rockland.

5. **LABOUR DISPUTES**

The obligations of the successful bidder hereunder shall continue unchanged throughout the occurrence of any labour disputes (including strike or lockout), whether the same occurs with respect to the employees of the City, the contractor, or otherwise.

6. **GUARANTEED MAINTENANCE AND WARRANTY**

6.1 Upon completion of the Work, the Contractor shall maintain the Work for a warranty period of *Twelve (12) Months* after the date of substantial completion to the satisfaction of the City/or Consultant, if any, both acting reasonably. The Contractor shall correct any imperfections due to material or workmanship. The decision of the City/or Consultant, if any, both acting reasonably, as to the nature and cause of any imperfections and the necessity for the type of repair shall be final. If the Contractor fails to comply with the direction from the City/or Consultant, if any, both acting reasonably, within fifteen (15) Calendar Days or immediately in the case of an emergency the City/or Consultant, if any, both acting reasonably, may proceed under the Performance Bond or if it is holding a Letter of Credit, or Certified Cheque, it may draw upon it and complete the required work at the Contractor's expense.

6.2 The warranty given pursuant to this section shall not limit extended or other warranties on any items of equipment or material called for elsewhere in the Contract.

6.3 The Contractor shall, before final payment is applied for, to the extent permitted by the manufacturer and supplier, assign to the City the benefit of any warranty by any manufacturers or suppliers in addition to the warranty as mentioned above.

7. **EXISTING SERVICES**

The position of utility pole lines, underground conduits and services, water mains, sewers and other underground and over ground utilities and structures are not necessarily known, and the accuracy of the position of such utilities and structures on any reference documents is not guaranteed. The City of Clarence-Rockland will not be responsible for damages or extra work caused or occasioned by the Contractor relying on this or any other information or records.



Before starting work, the Contractor shall familiarize himself of the exact location of all such utilities and structures and shall assume all liability for damage to them. Where extra measures are required to support utility poles during construction either by the utility involved or the contractor himself, the costs involved shall be borne by the Contractor. The contractor will be responsible for any fees that may be associated with these services.

8. INSPECTION AND CONTROL OF SITE

CITY'S INSPECTION AND SUPERVISION – A representative of the City (appointed by the City) reserves the right to enter the site at any time for the purpose of review & inspection. The presence of a said representative does not indicate satisfaction or compliance unless these comments are made by the representative and submitted to the contractor in written form.

9. PROVISIONS FOR TRAFFIC CONTROL (ONTARIO TRAFFIC MANUAL BOOK 7)

The Contractor shall be responsible for the preparation and implementation of a traffic management and control plan as specified in the Ontario Traffic Control Manual Book 7 for roadway work operations, as per the Ontario Ministry of Transportation.

The Contractor shall supply all labour, sign, delineators, etc., set and maintain required detours at work sites, conforming to the latest edition of the manual of Uniform Traffic Control Devices.

The Contractor shall provide vehicular access at all times to all properties with existing access. Where blocking of access is unavoidable, the Contractor shall notify the residents affected, give 24 hrs notice and shall work to keep the period of inconvenience to a minimum.

Survey units shall be equipped with sufficient safety lights (flashing or strobe, and/or arrow boards) barricades and signs which may be required for complete control of both pedestrian and vehicular traffic in accordance with the MTO Manual for highway operation, Ontario Manual of Uniform Traffic.

The Contractor shall provide for safe pedestrian movement from all houses and Businesses along the site. Walkways shall not be obstructed at any time.

No work shall be performed on major arterial roads during Rush Hour Traffic (7 – 9 a.m. and 3 – 6 p.m.) without the written consent from the City's Project Lead

The Contractor's traffic control plans must meet all the requirements of the Ontario Ministry of Labour and the Occupational Health and Safety Act.

The Contractor must keep all completed traffic control plans on the truck and copies of the major traffic control plans must be submitted to the City with the biweekly deliverables.



The Project Lead, as an agent of the City of Clarence-Rockland, reserves the right to suspend any on-going works that do not meet the requirements outlined in the Contract.

10. EMERGENCY AND MAINTENANCE

The care of the works until completed, delivered to and accepted by the City rests solely with the Successful Contractor who shall assume all risk of damage to the work.

For the purpose of Emergency and Maintenance measures, the name, address, and telephone number of a responsible official of the contracting firm shall be given to the City's contact person in charge of the project. This official shall be available at all times and have the necessary authority to mobilize workers and machinery and to take any action as directed by the City in the event emergency or maintenance measures are required, regardless of the fact that the emergency or requirement of maintenance may have been caused by the Successful Contractor's negligence, Act of God, or any cause whatsoever.

Should the Successful Contractor be unable to carry out the required immediate remedial measures, the City may carry out the necessary repairs and the costs for this work shall be deducted from payments due to the Successful Contractor.

11. BRAND NAME OR EQUIVALENT

Bid submissions of a comparable product will be considered if it meets City of Clarence-Rockland requirements.

1. Any reference to the brand name or a particular manufacturer shall be understood to have been made solely for the purpose of establishing and describing required performance and quality levels of the product to be supplied, unless specified otherwise.
2. No reference to the brand name of a particular manufacturer shall be construed to restrict Bidders to that manufacturer, but Bids shall be deemed to be invited for equivalent and comparable equipment of any manufacturer.
3. Despite subsection (2), if an item other than the one specified is bid, it is the Bidder's responsibility to demonstrate that the product bid meets the specifications, and the Bidder shall submit brochures or samples upon request and provide full specifications in detail on the item(s) bid. The City shall be the sole judge (in its absolute discretion) as to whether a product meets specifications.

Bidders wishing to bid on an alternate product would need to compare the City's specifications to their alternate product. It will not be the City's responsibility to perform this comparison.

If there are disparities between the two products, the Bidder can contact Procurement Services in writing prior to submitting a bid and identify all items of concern. If the City is willing to consider the product with its differences, it could then be communicated in the form of an addendum prior to the closing date.

The acceptability of any alternate products will remain at the sole discretion of the City of Clarence-Rockland. In the event a demonstration of the product is required to confirm equivalency, it will be conducted after the bid has closed



The cost of any testing requirements to establish acceptable equivalent or comparable products will be borne by the Bidder, unless otherwise stated by the City.

12. ENVIRONMENTAL SUSTAINABILITY

The City of Clarence-Rockland is committed to preserving the environment and reserves the right to encourage the procurement of supplies and services with due regard to the preservation of the natural environment and to integrate sustainability considerations into product selection so that negative impacts on society and the environment are minimized throughout the full life cycle of the products; suppliers may be selected to supply goods made by methods resulting in the least damage to the environment, and/or to supply goods incorporating recycled materials where practical. Bidders are encouraged to include certified green product alternatives wherever possible with proof of third party certification (i.e. EcoLogo, Green Seal, Energy Star) for each product proposed. It is to be understood that total lifecycle cost analysis may be required to ensure that these supplies and services are financially viable and available at competitive prices.



Refer to Appendix E



Bid Number: F18-INF-2016-028
 Bid Description: Bourget Landfill Site Reconfiguration
 Closing Date: 20-APR-2017
 Time: 2:00 p.m. Local Time

Submitted To: Corporation of the City of Clarence-Rockland
(Owner)
 1560 Laurier
 Client Service Center
 Rockland, ON
 K4K1P7

_____ Company Name

I/We the undersigned have read and understand this Bid document, and herewith agree to perform the work required in accordance with the Bid document issued by Procurement Services, at the price(s) listed below:

I/We acknowledge that we have received addenda numbered ___ to ___ inclusive, and the prices submitted include the provisions set out in such addenda.

Supply and Install: Bourget Landill Site Reconfiguration

_____/100
Prices are in Canadian dollars, and excluding HST (Dollars in Words to be inserted above)

Dollars (\$ _____)
(Dollar numbers to be inserted above)

Work will commence as soon as possible following date of award, and in any event be completed by _____.

Date of Earliest Commencement of Work upon award _____





We certify that:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in our bid submission is correct.
3. Except as expressly and specifically permitted in the instructions to Bidders, we shall not have any claim for any compensation of any kind whatsoever, as a result of participating in this bid, and by submitting a bid we shall be deemed to have agreed that we have no such claim.
4. To the best of my/our knowledge and belief our bid submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a bid for the same work and is in all respects fair and without collusion or fraud.
5. To the best of my/our knowledge and belief no member of the Council and no officer or employee of the Corporation of the City of Clarence-Rockland is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of the contract, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived therefrom.
6. My/Our bid submission will remain open for acceptance for a period of 120 (one hundred and twenty) calendar days after opening of the bids and the Corporation of the City of Clarence-Rockland may at any time within this period accept our bid submission.
7. To the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage or conflict of interest in our bid submission or our performing of or observing the contractual obligations of the proponent as set out in the contract.

Signed and submitted for and on behalf of:

Company Name		
Address	City	Postal Code
X		
Signature of Authorized Signing Officer	Print Name, Title	
()		
Telephone Number	Date	
()		
Fax Number	Email Address	
HST Business Number	Payment Terms (E.G. 2%-10 Days, Net 30)	

Your completion of this form confirms acceptance of the City of Clarence-Rockland's Standard Terms and Conditions. Bidders who impose restrictions on their bid using a qualifying statement risk having their bid rejected.





PRICING SCHEDULE

The Bidder hereby bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. **The Total Bid amount shall include all costs incurred, excluding taxes.**

PRICE SCHEDULE			
	QUANTITY (contractor takeoff from drawings)	UNIT RATE	TOTAL
CLEARING AND GRUBBING		\$	\$
SITE DEMOLITION		\$	\$
ROAD EXCAVATION		\$	\$
GRANULAR 'B' FOR ROUNDABOUT		\$	\$
GRANULAR 'A'		\$	\$
ASPHALT		\$	\$
DITCHING		\$	\$
REGRADING OF GRANULARS (Material included above)		\$	\$
WATER SERVICE CONNECTION		\$	\$
SEPTIC FIELD		\$	\$
SIGNAGE		\$	\$
POWERED GATE		\$	\$
CULVERTS		\$	\$
SILT FENCE		\$	\$
STRAW BALES		\$	\$
FENCING		\$	\$
TRENCHING		\$	\$
SCALE GFI, JB and PREP FOR TRAFFIC LIGHT		\$	\$
OTHER SITEWORKS ITEMS			\$
PART 1: GENERAL SITE WORK SUBTOTAL			\$





PART 2: SCALE HOUSE	\$
PART 3: UTILITY SHED	\$
PART 4: HHW BUILDING	
PART 5: GENERAL CONDITIONS (INSURANCE, BONDING, ETC)	\$
<i>(Transfer to page 33, Bid Submission form)</i> TOTAL – PARTS 1 TO 5 (excluding HST)	\$
HST – 13%	\$
TOTAL	\$
/100	
<i>Insert Dollars in words above</i>	





LIST OF SUB-CONTRACTORS

State *OWN FORCES* if a Sub-Contractor is not required for any of the trades listed; otherwise name work and Sub-Contractor proposed to be used.

The City reserves the right to approve all proposed Sub-Contractors and where the City objects to the use of any proposed Sub-Contractor, the Bidder shall use another Sub-Contractor acceptable to the City. Any proposed changes to the approved list of Sub-Contractors subsequent to Contract award shall be subject to the approval of the City.

The successful Bidder may be required to produce a schedule of references for all or any proposed Sub-Contractors.

The successful Bidder shall only use those Sub-Contractors approved by the City and shall be held fully responsible to the City for the acts and omissions of its Sub-Contractors.

<u>TYPE OF WORK</u>	<u>SUB-CONTRACTOR</u>	<u>CONTACT NAME & NUMBER</u>





KEY PERSONNEL

The following is a list of personnel who will actively supervise the work if we are awarded the Contract, with a record of each person's experience, knowledge and ability. It is understood that the Work will be directed by the listed personnel and that no change can be made without the prior written approval of the City.

<u>NAME/TITLE</u>	<u>QUALIFICATIONS/EXPERIENCE</u>





BIDDER'S EXPERIENCE IN SIMILAR WORK

State other Owners, which have been supplied/serviced by the Bidder within the last *five (5)* years for projects of a scope and nature similar to the project described in this Call for Bids. The awarded Bidder may be required to produce schedule of written references upon request.

The City reserves the right to consider, during the review of Bids, information provided in response to enquiries of references provided by the Bidder; poor reference(s) and/or an unsatisfactory safety record may result in the immediate rejection of the Bidder at the discretion of the City. In addition, any information received in response to enquiries made by the City to third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder may also be considered.

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: General Contractor Subcontractor	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: General Contractor Subcontractor	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:

Project Name:	
Company for whom the work was completed:	
On the project did your firm act as: General Contractor Subcontractor	
Value of your portion of the project?	Date of Completion of this project?
Contact Name at the owner's facility:	Contact's Email Address:
Telephone Number with Area Code:	Fax Number with Area Code:





Pursuant to Section 29(1(a) of the Municipal Freedom of Information Act, I _____, authorize the Corporation of the City of Clarence-Rockland to contact any person(s)/companies, be they listed above or not, for the purpose of obtaining reference information. Any questions regarding the use and/or content of this form should be directed to the Corporation of the City of Clarence-Rockland, – refer to “Communications” contacted listed on page 4.





Ontario Regulation 429/07:
Appendix A – ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE
TRAINING ACKNOWLEDGEMENT FORM
for Contractors and Third Party Providers to
The Corporation of the City of Clarence-Rockland

Section 6 of Ontario Regulation 429/07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* states that:

- 6. (1) Every provider of goods or services shall ensure that the following persons receive training about the provision of its goods or services to persons with disabilities:
 - 1. Every person who deals with members of the public or other third parties on behalf of the provider, whether the person does so as an employee, agent, volunteer or otherwise.
 - 2. Every person who participates in developing the provider’s policies, practices and procedures governing the provision of goods or services to members of the public or other third parties.

We acknowledge and confirm that we 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*. We confirm that all employees, agents, volunteers, or others for whom we are at law responsible who are required to receive training under the Act have completed the training available at <http://www.mcsc.gov.on.ca/mcsc/serve-ability/splash.html>. We will provide to the City any further documentation that confirms this training upon the request of the City.

We will indemnify the City from and against any costs, expenses, fines, penalties, damages or losses that the City incurs or suffers as a result of our failure to comply with the Act.

 Name of Contractor or Third Party Provider

 Signature of Authorized Signing Officer

 Printed Name of Person Above





Date _____

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

Appendix B – NOTICE OF “NO BID”

It is important that the City of Clarence-Rockland receive a reply from all bidders. Although there is no obligation to submit a Bid, should you choose not to, your completion of this form will assist us in continually improving our Bid Process. Please complete the following by checking off the appropriate statement(s) including your additional comments and fax to Procurement Services at 613-446-1497 prior to the closing time and date indicated in the bid package.

- 1. We do not supply this product(s) or service. _____
- 2. We cannot supply to the specification _____
- 3. Unable to quote competitively _____
- 4. Cannot bid due to present work load _____
- 5. Quantity is _____ too large _____ too small _____
- 6. Unable to meet delivery/completion requirements _____
- 7. Patent or licensing restrictions _____

Other reasons/additional comments:

Do you wish to bid on these goods/services in the future? Yes _____ No _____

Company _____

Address: _____

Phone: _____ Fax: _____

Signature: _____ Title: _____

Name: _____ Date: _____

(Print)



F18-INF-2017-010

Colliers No. 820580-0082(2.0)



Appendix C – COURTESY LABEL

From:



BID SUBMISSION
Tender Number F18-INF-2017-010
(Bourget Landfill Site Reconfiguration)

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

**1560 Laurier
Client Service Center
Rockland, ON
K4K1P7**

CLOSING DEADLINE – no later than 2:00 P.M., 20-APRIL-2017



F18-INF-2017-010



Appendix D – Drawings Issued for Tender



F18-INF-2017-010



Appendix E – Specifications



F18-INF-2017-010