



# Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

## REQUEST FOR TENDER

**Tender Number**

**F18-COM-2018-034**

**Snow Removal and Abrasive Application Services –  
Recreational Complex Sidewalks**

Request for Tenders Issued On: 14-SEPT-2018

Tender Submission Deadline: 2:00:00pm on 28-SEPT-2018 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**

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## COMMUNICATIONS

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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:**

Alain Payer

Financial Analyst

E-mail: [apayer@clarence-rockland.com](mailto:apayer@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 7 calendar 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](http://www.merx.ca) *The Tender and addenda will also be posted on the City of Clarence-Rockland Web site at [www.Clarence-Rockland.com](http://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	14-SEPT-2018
Last Day for submitting e-mail inquiries	21-SEPT-2018
Tenders due from firms	28-SEPT-2018 2:00 PM
Job Showing	N/A
Evaluations	OCTOBER 2018

**3. SUBMISSION OF BID**

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 28-SEPT-2018.

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

If a bid submission is a joint venture between two or more firms, a single bid submission is to be coordinated and submitted by the lead Contractor with the required information.

Proposals to be submitted must include, at minimum, the following information:

- a) The background and achievements of the contractor (s) with a listing of previous projects of a similar nature (include references);
- b) Supporting documentation that determines sufficient resources are in place to meet the City's needs (people);
- c) Complete list of equipment; Year, Make ,Model(Section 6 of RFT)
- d) Identification of any conflicts of Interest with other contractors projects or clients;
- e) Bid Submission Form (Section 6 of RFT)
- f) Pricing Schedule (Section 6 of RFT)
- g) List of Sub-Contractors (Section 6 of RFT)
- h) Key Personnel (Section 6 of RFT)
- i) Accessibility Standards Form (Section 6 of RFT)

**4. GENERAL DESCRIPTION**

The intent of this Bid call is to invite and receive bids to furnish all labour, materials, services, transportation and incidentals to perform the following work:



## **Snow removal and abrasive application services**

The City reserves the right to award the entire contract in whole or in part to one or multiple contractors.

### **5. SCHEDULED MEETING:**

NO MANDATORY MEETINGS

### **6. 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.

### **7. 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 28-SEPT-2018**

**Site: City Hall**

### **8. 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.

### **9. 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 contractor 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.

**10. REJECTION OF BIDS**

The City of Clarence-Rockland reserves the right to reject any, or any part of, or all Bids, or cancel 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.

**11. 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:

<b>Irregularity</b>	<b>Consequenc</b>
Late Bids.	Rejection.
Bid security not provided or not in the form or amount that is specified.	Rejection.
Bid security not signed by the bidder or the bonding company.	Rejection.
Bids not completed in ink.	Rejection.
Signature missing from signature page.	Rejection.
Qualified bids (bids qualified or restricted by an attached or added statement).	Rejection, unless allowed for in the bid solicitation.
Bids received on documents other than those provided in the	Rejection, unless allowed for in the bid.
Part Bid (all items not bid).	Rejection, unless allowed for in the bid.
Failure to attend a mandatory meeting.	Rejection.
Bids containing errors in extensions, additions, or computations.	The City has the right to correct mathematical errors.
The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are <b>not</b> initialed by the bidder.	The bidder has 48 hours after the close of the bid to initial these pages, but will not be allowed to make any changes.

Bids which suggest that the bidder has made a major mistake in calculations or the bid.	Decision will be made on a case by case basis and in consultation with the Manager of Supply and the Legal Department.
Addenda not acknowledged.	The bidder has 48 hours to acknowledge addenda, but is not allowed to make any changes to their bids.
Other Proposal Irregularities, including deviations in terms.	Referred to the Bid Review Panel for review, consideration, and determination. Upon Request of the Owner, the Proponent may be given five (5) Working Days to correct such Proposal Irregularity.

**12. 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.

**13. 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 initialled 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.

**14. 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.

The Contractor shall not submit any penalty charges or late payment fees/charges.

**15. 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.



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:

- 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;
  - Cancel this Call for Bids at any time, either before or after the Closing Date and Time;
  - 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
  - Accept or reject any and all Bids, whether in whole or in part;
  - 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;
  - Award any part of any Bid;
  - Accept or reject any unbalanced, irregular, or informal Bids; or
  - Reject any Bidder who is involved in litigation with The Corporation of the City of Clarence-Rockland.
- Award the entire bid in whole or in part to one or multiple contractors.

## 16. **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.

**17. VERIFICATION OF SAFETY PERFORMANCE**

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

**18. 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) Should the recommended Bidder either; attempt to withdraw their Bid, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the recommended Bidders' Bid Deposit (if applicable) shall be forfeited and applied for use by the City.
- ii) 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:
  - i) Insurance Certificate;
  - j) a current copy of the Workplace Safety and Insurance Clearance Certificate, and

**19. 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 contractor will prevent consideration of any bid submitted by that contractor. 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.

## **20. HOURS OF WORK/FREQUENCY OF SERVICE**

Dates of start and hours of operation may be adjusted by the Manager, Facilities and Parks, or his/her Designate, due to weather conditions or other factors. The Contractor will be forewarned of any changes as soon as possible.

Except in cases of emergency whereby retrospective approval is required, the Contractor acknowledges that his/her Bid has been based on this normal Working Day and hour's requirement.

## **21. INSPECTION OF WORK**

The Contractor shall at all times and at his/her own expense furnish all reasonable aid and assistance required by the City for the proper inspection and examination of the works or any part thereof.

In addition to the aforementioned conditions, the City is required to see that the provisions of the specifications as described in the Tender document are faithfully adhered to, especially with regards to the quality of the service, and shall have the power to suspend any workmen/women for incompetency, negligence or disregard of others. The Contractor may stop work for any sufficient cause, or as requested by the Manager, Facilities and Parks.

Should the Contractor fail to comply with the direction of the Manager, Facilities and Parks, the latter may, after giving the Contractor two (2) hours' notice, perform the necessary work, provided that in the event of an emergency, of which the Manager, Facilities and Parks, may forthwith without notice, perform the necessary work and the cost of such is to be payable on demand by the Contractor or deducted by the City from any monies owing to the Contractor.

## **22. LABOUR**

- i. All work shall be performed by qualified and skilled staff. It is the Contractor's responsibility to ensure all staff are properly trained and supervised in completing the work.
- ii. The contractors shall at the request of the Manager, Facilities and Parks, remove from the work any persons who, in the opinion of the Manager, Facilities and Parks, are incompetent, or have been conducting themselves improperly, and the

Contractor shall not permit any persons so removed to return to the site of the work.

- iii. Prior to the commencement of the contract, the Contractor shall provide a list of all approved employees who will be scheduled to complete the work outlined in this contract.

## **23. EQUIPMENT**

The Contractor shall utilize appropriate types and sizes of equipment so as to not increase the risk of damage to existing sewers, water mains, utilities, trees or any other existing feature not mentioned that will be encountered over the course of the operations.

The Bidder's submitted equipment list shall also specify the equipment's ownership, licensing, capabilities and weights.

Bidders must make all of the equipment available for inspection by the City before the contract is awarded, and again at the start of each snow removal season. If the Contractor is not able to provide equipment that in the determination of the City is in an acceptable condition, age, and quantity to complete the Work, the Contract may be cancelled.

Equipment required for the completion of this contract shall be strictly provided by the Contractor and shall:

- i. be regularly maintained and in good working condition
- ii. contain all necessary guards and shields; roll-over protection devices are be in place at all times
- iii. display all necessary warning labels
- iv. be safely operated by all of the Contractor's approved staff; Contractor's staff shall be properly trained in the safe operation of the respective equipment.

## **24. REGULATION COMPLIANCE AND LEGISLATION**

The successful Bidder shall ensure all services and products provided in respect to this Contract are in accordance with, and under authorization of the applicable authorization of all applicable authorities, Municipal, Provincial, and Federal legislation, including but not limited to:

- The Environmental Protection Act (Ontario) and its regulations
- The Transport of Dangerous Goods Act (both Provincial and Federal)
- The Occupational Health and Safety Act and its regulations
- The Workers Compensation Act for Ontario
- The Canadian Environmental Protection Act

**25. TREES AND SHRUBS**

Trees and shrubs, if destroyed during the snow removal operations, will be replaced using first quality nursery stock (deciduous trees shall be replaced with the same or similar species specimens 2.5 m to 3.0 m in height, coniferous trees are replaced with the same or similar species specimens 1.2 m to 1.5 m in height) at the contractor's cost.

**26. CHARACTER OF WORKERS**

The reference to "workers" refers to workers of the Contractor and includes Corporate Officers.

The Contractor agrees to employ only orderly, competent, and skilful workers. Whenever the City informs the Contractor in writing that any worker is, in its opinion, incompetent, unfaithful or disorderly, the Contractor will ensure that the worker in question is removed from the work and shall not be further employed on the Contract without the City's written consent.

**27. CANCELLATION OF CONTRACT**

The City reserves the right to determine "non performance" or "poor quality" of service and further reserves the right to cancel any or all of the contract immediately.

The service shall be deemed unsatisfactory performance if and of the following conditions occur:

- Services are not completed in accordance with the specifications,
- Any deficiencies identified by the City's Manager are not satisfied,
- The standard work is not acceptable to the Facilities Manager, and
- The contractor does not respond to call out requests.

**28. PROPERTY DAMAGE**

Any damage to property (sod, fence, brick works, curbs etc.) shall be reported immediately or if not practical, the next work day to the City. All property damage to be repaired within two weeks or after the snow removal season as directed by the Facilities Manager at the contractors cost.

**29. EMERGENCY MAINTENACNE**

The City reserves the right to schedule alternative services in case of the Contractor's failure to perform service at the Contractor's expense, as deemed necessary by the Manager or designate. The contractor without charge shall redo any areas considered by the City to have been inadequately maintained within 1 hour of notification.

### **30. PUBLIC RELATIONS**

The Contractor, as a representative of the City must treat the public with the utmost respect. The Contractor shall advise the City of all complaints received. The City will notify the Contractor of any complaints received regarding the unfavourable character or actions of workers in writing. The City will assess the nature of the complaint and determine if corrective measures may be taken, or in the case of severe issues, whether the Contract should be terminated. The City's discretion in this regard is final.

**DEFINITIONS:**

- 1) Award is when the contract has been signed by both the contractor 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 Contractor 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) Contractor is a contractor / seller of Goods and/or Services.



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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 City 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**

The term of the contract(s) will be (3) years. The contract(s) may be extended at the City's discretion for an additional two (2) one (1)-year terms. The contract renewals will be based on the same terms and conditions and upon mutual agreement between the Contractor and City and contingent upon a sufficient budget and / or Council approval if 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 contractor'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.

## **6. 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](http://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.

## **7. 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.

## **8. 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.

## **9. 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.

## 10. **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.

## 11. **WORKPLACE SAFETY AND INSURANCE BOARD**

The Contractor shall provide the City with a current "Clearance Certificate" from the Workplace Safety and Insurance Board and the City 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 shall provide a letter from WSIB acknowledging independent contractor status.

## 12. **SUPPLIER'S CONDUCT AND CONFLICTS OF INTEREST**

The City expects its suppliers to act with integrity and conduct business in an ethical manner.

12.1 The City may refuse to do business with any supplier that:

- a) has engaged in illegal or unethical bidding practices;
- b) has an actual or potential conflict of interest;
- c) has an unfair advantage in the procurement process; or
- d) fails to adhere to ethical business practices.

12.2 All suppliers participating in a procurement process must declare any perceived, possible or actual conflicts of interest.

- 12.3 Where a supplier is retained to participate in the development of a solicitation document or the specifications for inclusion in a solicitation document, that supplier will not be allowed to respond, directly or indirectly, to that solicitation document.
- 12.4 Illegal or unethical bidding practices include:
- a) bid-rigging, price-fixing, bribery or collusion or other behaviours or practices prohibited by federal or provincial statutes;
  - b) attempting to gain favour or advantage by offering gifts or incentives to City officers and employees, members of Council or any other representative of the City;
  - c) lobbying members of Council or City officers and employees or engaging in any prohibited communications during a procurement process;
  - d) submitting inaccurate or misleading information in response to a procurement opportunity; and
  - e) engaging in any other activity that compromises the City's ability to run a fair procurement process.
- 12.5 The City will report any suspected cases of collusion or other bid-rigging offenses under the Competition Act to the Competition Bureau or to other relevant authorities.
- 12.6 In providing goods, services or construction to the City, suppliers are expected to adhere to ethical business practices, including:
- a) performing all City contracts in a professional and competent manner and in accordance with the terms and conditions of the contract;
  - b) complying with all applicable laws, including safety and labour codes (both domestic and international as may be applicable);
  - c) ensuring that fair wages are paid to suppliers' employees; and providing workplaces that are free from harassment or discrimination of any kind.

### **13. 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;

- b) **Non-owned automobile insurance** to a limit of not less than two million dollars (\$2,000,000) and;
- c) **If applicable, automobile insurance (OAP1) for both owned and leased vehicles** with inclusive limits of not less than two 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.

#### 14. **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.

## 15. **DEFAULT**

If the Company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the company makes a general assignment for the benefit of its creditors; then, in any such case, the City may, without notice: terminate the contract.

If the Company fails to comply with any request, instruction or order of the City; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the contract or any portion thereof without the City's prior written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the City may, upon expiration of ten days from the date of written notice to the company, terminate the contract.

Any termination of the contract by the City, as aforesaid, shall be without prejudice to any other rights or remedies the City may have and without incurring any liability whatsoever in respect thereto.

If the City terminates the contract, it is entitled to:

- i) take possession of all work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the work by whatever means the City may deem appropriate under the circumstances;
- ii) withhold any further payments to the company until the completion of the work and the expiry of all obligations under the Correction of Defects section;
- iii) recover from the company loss, damage and expense incurred by the City by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the City).



## **16. 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.

## **17. 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.

## **18. REJECTION**

Without limiting the foregoing right of rejection, the City shall have the right to require prompt repair or correction of defective work. If the Contractor is unable or unwilling to effect such repair or correction the Corporation may do so by using its own workers, or by outside contract and shall be entitled to charge the original Contractor for excess costs directly or indirectly occasioned thereby.

## **19. CONTRACTOR RESPONSIBILITIES**

- 19.1 It is mutually agreed and understood that the Contractor 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.
- 19.2 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 Contractor which shall bind the Contractor 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.

## **20. CONTRACT AND CONTRACTOR REQUIREMENTS**

The contractor 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 Contractor.
- d) Contractors 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 Contractor/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.

## 21. **INVOICE REQUIREMENTS**

The Contractor will submit to the City of Clarence-Rockland, Finance – Accounts Payable, an invoice for payment at the end of each month. Invoicing will be done on a monthly basis. (November, December, January, February, March , April)

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

## 22. **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.



**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 OSHA 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.

## **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 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, if any, both acting reasonably, within fifteen (15) Calendar Days or immediately in the case of an emergency the City, 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.

**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.

**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. DAMAGE CLAIMS**

The Contractor shall be responsible for all damages caused by it, its employees, agents, any workers or persons employed by it, or under its control, or arising from the execution of the Work, or by reason of the existence, location, or condition of Work, or of any materials, plant or machinery used thereon or therein, or goods supplied in execution of the Contract, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract, and agrees to hold the Owner safe and harmless from any such claims by third parties, including any legal costs incurred by the Owner in connection therewith on a solicitor and client basis

## **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; contractors 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.

**13. UNBALANCED SUBMISSION AND DISCREPANCIES**

Submissions that contain prices which appear to be unbalanced and likely to adversely affect the interests of the City may be rejected.

Wherever the amount bid for an item does not agree with the extension of the submission quantity and the bid unit price, the unit price shall govern the amount and the total bid price shall be corrected accordingly.

Mathematical discrepancies will be corrected by the City by appropriate means to arrive at the correct total submission price. Where an error has been made in transferring an amount from one part of the submission to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct, and the amount shown after transfer and the total bid price shall be corrected accordingly.

## 1. RESPONSIBILITY OF THE CONTRACTOR

- 1.1 The Contractor shall furnish all labour, equipment and other incidentals for the work specified in this contract. Storage of contractor's equipment, tools and supplies is the responsibility of the contractor and must be stored and transported according to laws and legislation.
- 1.2 The contractor shall be solely responsible for loss or damage of the contractor's equipment, or for any material delivered to the contractor from whatever source.
- 1.3 Only SKILLED staff shall be employed.
- 1.4 All staff hired by the contractor must have clean records, both personal records and driving abstract.
- 1.5 The Contractor shall be responsible for all damages caused during the execution of the work and shall maintain as little inconvenience as possible for the residents during the contract.
- 1.6 Each year in Mid-October, the Contractor shall conduct an initial inspection of all locations / areas where snow clearing and snow removal is required. Any concerns are to be reported to the Municipality's Operations Department in Mid-October (i.e., areas that may be difficult to plough, septic system lids, concrete pads, etc.). So that a plan to address any concerns can be created.
- 1.7 All work performed by the contractor shall be executed to the satisfaction of the Manager, Facilities and Parks
- 1.8 Failure to provide and maintain a standard of service and workmanship ACCEPTABLE TO THE CITY, may result in financial penalty in the form of reduced invoices if the work has not been improved, after due notice. Consistent failure to meet standards of service and workmanship will result in termination of the contract.
- 1.9 Bidders shall examine all documentation as to all conditions affecting the scope of work. Should a Bidder find discrepancies in, or omissions from the quotation documents, or have any doubt as to the meaning, the Bidder is responsible to contact the Manager of Supply in writing who may send an addendum to all Bidders.
- 1.10 Gasoline, solvents, chemicals and soaked rags must be stored in compliance with all safety and fire codes.
- 1.11 Should any points of dispute arise between the parties as to the intent or the interpretation of any portion of these documents including any disputes with property in regard to work performed under this contract, the Manager of Facilities and Parks shall be the sole arbitrator in the settlement of any such points of dispute and the Manager of Facilities and Parks decision shall be final and binding.
- 1.12 The Contractor is responsible for any damage done to shrubs, trees, buildings, markers, flowers, curbs etc. by either himself or one of his employees. If any damages do occur, the Contractor will have 12 hours to rectify the problem(s) or at the end of the season. If the Contractor does not do so in the specified time frame,

the City has the option of engaging others to complete the said work and deduct this cost from any outstanding payments due to the Contractor.

- 1.13 In the event of a breakdown of the Contractor's equipment, or for any reason a delay in service results, the Contractor will be responsible for any overtime or extra cost incurred by the City in regaining efficiency. The City will not make payment for any downtime due to equipment breakdown or downtime including breaks or lunches. Should the City deem it necessary to seek other means to perform the work because of inefficiency or hold-up on the part of the Contractor, all additional expenses incurred shall be recovered from the Contractor.
- 1.14 The Contractor shall not make any claims whatsoever to the City for any delays or breakdowns encountered by him.
- 1.15 No mileage or travel time will be paid to the Contractor from his place of business to or from the work sites.
- 1.16 If the Contractor neglects or fails to commence the work to be performed in accordance with this contract or fails to complete the work required, the City shall have the right to retain any monies that may be owing to the Contractor and use such monies to complete the work.
- 1.17 Bidder shall inspect and examine the site(s) and before submitting a quotation, shall satisfy themselves as to the nature of the work and materials necessary for the completion of the work. The Bidder shall be deemed to have satisfied themselves before bidding as to the correctness and sufficiency of their quotation for the completion of the work.
- 1.18 Bidders shall obtain their own information as to the availability of fuel and all other local materials required for the work; satisfying themselves as to the quality of the materials and the sufficiency of quantities available. In addition, Bidders shall obtain their own information on all matters and things that may in any way influence them in making their quotation and fixing the rates entered by them on the Quotation Form. Bidders shall also satisfy themselves in all respects as to the risks and obligations to be undertaken under term of Contract.
- 1.19 Housekeeping standards are to be maintained in the Work area. Debris and material are not to be allowed to accumulate.
- 1.20 The Contractor is responsible for ensuring that all reasonable precautions for the protection and safety of Workers and the public are maintained.
- 1.21 The Contractor shall provide one telephone number which will be answered twenty-four hours a day through the winter season for the Municipality to call out the Contractor.
- 1.22 The contractor agrees to submit with their invoice all detail regarding the work done on each lot, the approximate height of snow plowed, approximate amount of freezing rain on the ground and hours spent doing work on each lot covered under the terms of this contract agreement. See page 47 for an example of what the invoice will need to look like.
- 1.23 The Municipality may require the Contractor to install the Municipality's GPS tracking devices into the Contractor's trucks and equipment at some point during the Contract. The Contractor shall make its equipment available for the Municipality to install such tracking equipment to accommodate this request. If the Municipality decides to install the GPS tracking, the Municipality will supply and



install the devices on the vehicles and the Contractor will not be required to pay for the supply and install of the GPS tracking devices.

## **2. EXPERIENCE**

- 2.1 The Contractor shall have a minimum of five years experience with ploughing or applying abrasive to corporate or industrial parking lots.
- 2.2 The contractor shall demonstrate it experience by filling the section "BIDDER'S EXPERIENCE IN SIMILAR WORK"

## **3. SCOPE OF WORK – SIDEWALKS AND STAIRS SNOW REMOVAL OPERATIONS**

- 3.1 The contractor agrees to monitor weather conditions and monitor all the sidewalks and stairs mentioned in this tender and agrees to plow and remove any snow accumulation of a depth of approximately 3 centimeters or more, or when weather conditions are such that it pose a threat to the safety of the public.
- 3.2 All windrows are to be removed which will interfere with the safety of the public. No windrows must be left in front of walkways, building entrance, garage doors, garbage bins, etc
- 3.3 The contractor must do their own sidewalk inspection to make sure they do not pose a threat to the safety of the public. Contractor must not wait for the City representative call before proceeding with snow removal operations.
- 3.4 All work to be performed under this contract will be supervised by, and must be performed to, the satisfaction of the Manager of Facilities and Parks. If any areas are not completed to the satisfaction of the Manager of Facilities and Parks the Contractor will have 1 hour to rectify the problem(s). If the Contractor does not do so in the specified time frame, the City has the option of engaging others to complete the said work and deduct this cost from any outstanding payments due to the Contractor.
- 3.5 During heavy constant snowfall, snow removal operations will need to be done on multiple occasions during the day.

## **4. SCOPE OF WORK – ABRASIVE APPLICATION**

- 4.1 The contractor agrees to monitor weather conditions and all the sidewalks and stairs mentioned in this tender and to apply abrasive to all sidewalks and stairs that pose a threat to the safety of the public.
- 4.2 The contractor must do their own sidewalks and stairs inspection to make sure they do not pose a threat to the safety of the public. Contractor must not wait for the City representative call before proceeding with abrasive application.
- 4.3 It is the contractor's responsibility to coordinate snow removal and abrasive application. No abrasive shall be applied before snow removal operation is done.
- 4.4 Contractor must apply enough abrasive on all sidewalks and stairs to prevent slippery areas.
- 4.5 The City of Clarence-Rockland is asking for a per application price for two different type of abrasive: regular salt and ice melter (concrete friendly). The City will favor ice melter over regular salt depending on price. The type of ice melter used must be confirmed with the submission.



- 4.6 The contractor shall provide a minimum of 8 salt bins to be placed alongside the sidewalks and stairs. Salt bins shall be filled regularly. Contractor's info and phone number shall be written on those salt bins.



Not Applicable

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Bid Number: F18-COM-2018-034  
Bid Description: Snow Removal and Abrasive Application Services  
Recreational Complex Sidewalks  
Closing Date: 28-SEPT-2018  
Time: 2:00 p.m. Local Time

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

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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: Snow removal and abrasive application Services**

The Contractor shall commence operations on or about **November 1<sup>st</sup>, 2018**.

Contractors 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 X	City	Postal Code
_____ 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.

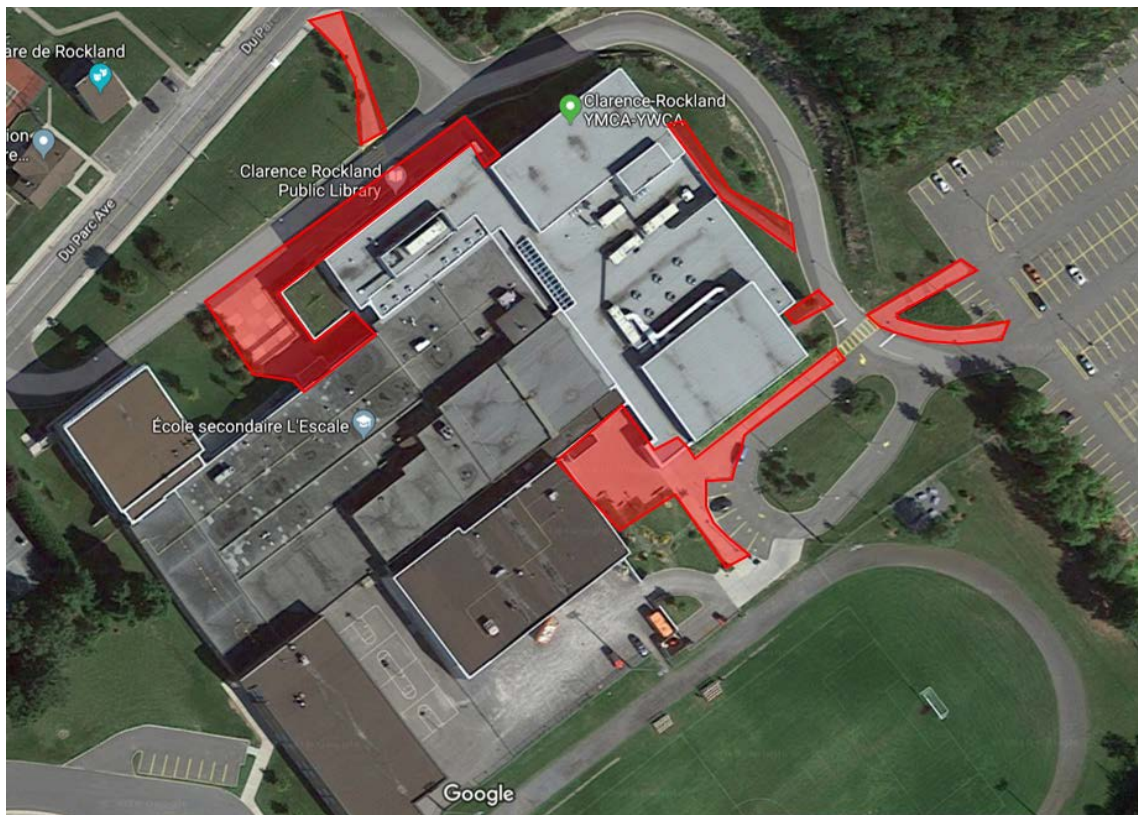
**PRICING SCHEDULE**

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.**

The Bidder also understands and accepts that the quantities shown in the Bid Documents are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

**SNOW REMOVAL AND ABRASIVE APPLICATION –  
RECREATIONAL COMPLEX, 1535 DU PARC AVENUE**

	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>Optional 2021-2022</b>	<b>Optional 2022-2023</b>
Cost per snow removal	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost per regular salt application	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cost per ice melter application Type: _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



**CONTRACTORS EQUIPMENT**

Make of equipment	YEAR	VERIFIED

The required equipment for the contracts must be a commercial grade and in good condition.

- Commercial tractors or more
- Bobcat or small tractor equip with snow blowers and plows
- Pick-up truck or tractor with salter
- ETC.

The City reserves the right to reject any BID unless the bidder is known to be skilled and have the necessary equipment to perform the work, the Manager of Facilities and Parks shall be the sole judge of required equipment based on contractor submissions and equipment inspections.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE



**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.

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

## **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: <span style="float: right;">General Contractor Subcontractor</span>	
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: <span style="float: right;">General Contractor Subcontractor</span>	
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: <span style="float: right;">General Contractor Subcontractor</span>	
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.





**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 905-335-7663 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)



**Appendix C – COURTESY LABEL**

From:



**BID SUBMISSION**  
**Tender Number F18-COM-2018-034**  
**(Snow Removal and Abrasive Application Services**  
**Recreational Complex Sidewalks)**

**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., 28-SEPT-2018**

