



# Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

## REQUEST FOR TENDER

**Tender Number**

**F18-INF-2017-007**

**3-Years Street Sweeping**

Request for Tenders Issued On: 03-Mar-2017

Tender Submission Deadline: 2:00:00pm on 23-MAR-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**

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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:**

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 as per the tender time. 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 must 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 Tender 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.

*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. GENERAL**

This RFT process is being undertaken in accordance with the City's Purchasing By-law.

By submitting a bid, the bidder has accepted an offer by the City to enter into a "bid contract" for evaluation of bids and the award of the contract, if an award is made. The Bidder acknowledges that the terms of the "bid contract" are represented by the RFT Documents (hereinafter defined).

**3. CONTRACT TERM**

The term of the contract will be (3) years. The contract 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. Years 4&5 will be adjusted by the CPI of the previous year, Ontario (All items).

**4. TENDER TIMELINE**

Event	Anticipated Date
Request for Tender issued	3-Mar-2017
Last Day for submitting e-mail inquiries	10-MAR-2017
Tenders due from firms	23-MAR-2017 2:00
Evaluations	April 2017

**5. SUBMISSION OF BID**

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

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 23-March-2017.

Bidders are required to submit the following with their Bid:

Bid Submission Forms, pages **43** to **54** must be submitted including all information as applicable to this contract.

- Bid Submission Form
- Pricing Schedule
- Equipment Description

- 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.

Bids that are not originals, are unsigned, improperly signed, un-initialed, incomplete, conditional, qualified or illegible, may be declared non-compliant.

## **6. BID DEPOSIT**

Bidders shall submit with their Bid Form a Bid Bond (CCDC Form 220 or a form of equal content acceptable to the Owner), with the Bidder named as Principal and the Owner named as obligee, issued by a duly qualified bonding company authorized to issue surety bonds in the Province of Ontario, in an amount of not less than ten (10%) percent of the Bidder's Bid Price.

- The Bid Bond shall be effective for a period of sixty (60) days after the Bid Closing Time.
- The cost of the Bid Bond shall be included in the Bidder's Bid Price.

The Bid Bond will be returned after delivery to the Owner of the required 50 % Performance Bond.

## **7. AGREEMENT TO BOND**

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

## **8. PERFORMANCE SECURITY**

Upon execution of the contract, the successful bidder will be required to submit Performance Security in the amount of fifty percent (50%) of the contract price.

- The cost of all bonds shall be included in the Bid Price.

The accepted Bidder shall submit to the Owner the required Performance Bond immediately upon receiving notification of acceptance of its Bid from the Owner.

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

## **9. 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:

The City of Clarence-Rockland hereby invites you to bid for a 3-year street sweeping contract.

The approximate street sweeping coverage is 70km including a specific number of Recreational Park parking lots.

**10. SCHEDULED or (MANDATORY) MEETING:**

**NONE**

**11. 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.

**12. 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.

Bidders should note that the pricing information read out at the public tender opening is PRELIMINARY in nature only and should not be construed as an indication of which Bidder is being awarded the Contract. All documentation is subject to review for mathematical accuracies, compliance with the Specifications, and compliance with the Terms and Conditions of the Contract, the completion of which will ultimately determine the Successful Bidder

**Time 2:00 PM on 23-Mar-2017**  
**Site; City Hall**

**13. 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.

**14. 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.

**15. 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.

**16. 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>Consequence</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 request.	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.

**17. 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.

**18. 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** initialed by the bidder, or bids with any alterations to the original bid request document.

**19. 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.

- i. The bid price shall be provided in numerals only.
- ii. A mathematical or transposition discrepancy or error on the face of a bid may be corrected by the City by correcting the bid price accordingly, at the City's unencumbered discretion.

- iii. Where the discrepancy is in respect of a figure represented numerically and in words, the figure as written in words shall be accepted as correct, and the numerical representation will be corrected accordingly.
- iv. Where the discrepancy is in respect of extensions of unit prices, the unit price shall be taken as correct, and the extension shall be corrected accordingly.
- v. Where a mathematical error is made in adding line items to a total, the correct addition shall be taken as correct, and the recorded total will be corrected accordingly.
- vi. Where an error has been made in transferring an amount from one part of the bid to another, the amount shown before transfer shall be taken to be correct and the amount shown after the transfer and the bid price shall be corrected accordingly.
- vii. Where the discrepancy or error is such that more than one of the foregoing provisions applies, the corrections shall be applied sequentially.
- viii. Where the discrepancy or error is such that none of the foregoing provisions apply, the discrepancy or error shall be corrected by taking the lower of the inconsistent amounts as being correct, and the higher amount shall be corrected accordingly.
- ix. If a bidder has omitted to enter a price for an item of work set out in the bid, the bidder shall, unless the bidder has specifically stated otherwise in the bid, be deemed to have allowed elsewhere in the bid for the cost of carrying out the said item of work and, unless otherwise agreed to by the City, no increase shall be made in the total bid price on account of such omission.

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

## **20. INCIDENTAL ITEMS**

The following is a partial list of items, the costs of which are to be included in the unit prices of the tender items unless a specific payment item is included in the Unite Price Worksheet. No additional payment will be made for the following:

- (a) Cost of permits and fees
- (b) Cost of attendance at site meetings and other emergency meetings that may be necessary over the course of the project to effect proper coordination, dealings with property and business operators/owners, dealing with emergency situations, and other related meeting activities necessary.
- (c) Cost of removing and/or relocating to a temporary or final location, when required by the Operations Manager or his representative, small signs, fences, mailboxes, waste containers, or other minor obstructions interfering with the construction.
- (d) Cost of coordination of all work with utility companies who may be affected by the project or who may be required to perform work simultaneously with the work of the Contractor, except as specified elsewhere in these Contract documents.

- (e) Cost of supporting and protecting all existing utilities and coordinating this work with utility representatives as noted elsewhere.
- (f) Cost of normal roadway maintenance on existing roads and streets which may be affected by the Contractor's operations for the duration of the Contract.
- (g) Cost of providing temporary signage and closure of trails during construction.

The Operations Manager or his representative, at his sole discretion, may limit the type and/or size of any equipment used in order to protect the environment, public safety and / or the integrity of the work and / or adjacent facilities during the project. No claims by the Contractor for compensation for any losses resulting from a delay in construction will be considered

## **21. 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.

## **22. 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.

### **23. 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.

**24. 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.

**25. BIDDER PROFILE**

The 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.

**26. 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:
  - a) Insurance Certificate;
  - b) Contract Security
  - c) a current copy of the Workplace Safety and Insurance Clearance Certificate, and
  - d) Accessibility Standards for Customer Service Training Acknowledgement Form (see Section 6 – Appendices)
- iii) 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

**27. 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.

## **28. 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 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 RFSO. While the County has used considerable effort to ensure an accurate representation of information in this RFSO, the information contained in the RFSO 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. 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.

## **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 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.

## **12. 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;

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

**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.

### **13. 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.

#### **14. 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.

#### **15. 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.

## **16. 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.

## **17. INSPECTION**

All services shall be subject to final inspection after 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 workmanship
- b) latent defects, frauds and mistakes

## **18. REJECTION**

Without limiting the foregoing right of rejection, the City shall have the right to require prompt repair or correction of defective work at the risk and expense of the Vendor. 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.

## **19. VENDOR RESPONSIBILITIES**

- 19.1 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.
- 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 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.

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

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

- 20.1 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.



- 20.2 All suppliers participating in a procurement process must declare any perceived, possible or actual conflicts of interest.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 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.

## **21. OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) REQUIREMENTS**

The following requirements and conditions shall be included in all agreements with Contractors (and sub-Contractors) engaged by or on behalf of the City:

- Contractors with known poor safety records or with inadequate qualifications or equipment will not be considered for award;
- 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;

- 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;
- 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;
- 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;
- 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;
- 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
- 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

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.

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.

The Contractor shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.

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, 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.



## **22. 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.

## **23. 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.

## **24. EVIDENCE OF QUALITY**

It is the bidder's responsibility to prove their service quality meets the City of Clarence-Rockland's requirements

## **25. 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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.

### **30. 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.

### **31. SPECIALIZED 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 project.

### **32. VEHICLE AND EQUIPMENT ACCESS**

The rehabilitation street may be closed to through traffic when the Contractor is working on the street, however, whenever possible, the Contractor shall reinstate local residential vehicular access, particularly during off hours. The Contractor will be responsible for all signing, barricading, etc., in accordance with the MTO's Manual of Uniform Traffic Control Devices adjacent to the actual work area; however, the City will establish alternative parking, subject to the Contractor's written notice to commence construction. All signing beyond the immediate project limits will be installed and maintained by the City of Clarence-Rockland.

### **33. PEDISTRIAN ACCESS**

The Contractor shall, at all times, ensure that reasonable pedestrian access is maintained throughout the work site for the duration of the project. All existing sidewalk is to remain in place except where it conflicts with service installation, until such a time that the construction schedule necessitates sidewalk replacement. The City will make provisions for local residents to park vehicles on adjacent streets for the duration of the Contract.

### **34. DUST CONTROL**

Section GC7 of OPSS General Conditions of Contract is hereby modified to include the following:

The Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work.

The cost of all preventive measures shall be borne by the Contractor including where water or calcium chloride is used to reduce the dust caused by traffic on a roadway which is the Contractor's responsibility to maintain for public traffic seven days a week. There will be no additional claim for payment for dust control as required.

### **35. COMPLETION DATE – Liquidated Damages**

The Contractor shall complete this Contract in its entirety by May 26<sup>th</sup> 2017, May 25<sup>th</sup> 2018 and May 24<sup>th</sup> 2019

If this limit above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single day-light shift basis, it is expected that additional and/or augmented day-light shifts will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

If the Contractor is delayed in the completion of the work,

- by reason of changes or alterations made under Section 6 Specifications;
- by reason of any breach of contract or prevention by the City, or other Contractor of the City or any employee of any one of them;
- by reason of delay by the City in issuing instructions or information or in delivering materials;
- by any other act or neglect of the City or any other Contractor of the City or any employee of any one of them;
- for any cause beyond reasonable control of the Contractor; OR,
- by Acts of God, or of the Public Enemy including Terrorist Acts, Acts of the Province or any Foreign State, Fire, Floods, Epidemics, Quarantine Restrictions, Embargoes or delays of Sub-Contractors due to such causes;

The time of completion shall be extended in writing at any time on such terms or for such period as shall be determined by the Operations Manager or his representative, and notwithstanding such extensions, time shall continue to be deemed of the essence of this Contract.

An application by the Contractor for an extension of time as herein provided shall be made to the City in writing on the form prescribed at least 15 days prior to the date of completion fixed by the Contract. All bonds or other surety furnished to the City by the Contractor shall be amended where necessary at the expense of the Contractor to provide coverage beyond the date of any extension of time granted, and the Contractor shall furnish the City with evidence of such amendment of the bonds or other surety.

Any extension of time that may be granted to the Contractor shall be so granted and accepted without prejudice to any rights of the City whatsoever under this Contract, and all of such rights shall continue in full force and effect after the time limited in this Contract for the completion of the work.

It is agreed by the parties to the Contract that in case all the work called for under the Contract is not finished or completed within the date of completion specified previously, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the City the sum of FIVE HUNDRED(\$500.00) DOLLARS per day for liquidated damages for each and every calendar day's delay in finishing the work beyond the date of completion prescribed and it is agreed that this amount is an estimate of actual damage to the City which will accrue during the period in excess of the prescribed date of completion.

The City may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The Liquidated Damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the City.

### **36. SCHEDULE**

The Contractor shall submit a detailed schedule, for approval by the Operations Manager or his representative, seven (7) days in advance of commencement of work.

A meeting will be held as soon as practical after Council approval of the award of tender with representatives from the City, the General Contractor and the Operations Manager or his representative (if applicable) to discuss the following:

- Review the contractor's schedule with respect to construction methodology and estimated completion dates for the various portions of the work.
- Review safety procedures and operational constraints to establish strict guidelines for work areas, delineation of haul routes, etc., to ensure safe and practical grading and servicing operations.
- Review coordination procedures regarding traffic control, protection of the environment and the public.

The City and the Contractor agree that for this Contract, in the event the work is ordered to commence earlier or later than the commencement date, the completion date will be adjusted by the same number of Working Days.

The Operations Manager or his representative reserves the right to request of the Contractor to work on Saturdays, Sundays and/or later hours in order to complete the work within the scheduled time periods. There will be no additional compensation for overtime hours worked.

Should the Contractor, through his own fault (or neglect of this Contract and Specifications) fail to meet the schedules or working day periods allowed above, the Liquidated Damages may be assessed after careful consideration of the facts by the Operations Manager or his representative. The amount assessed as 'Liquidated Damages' on this Contract is defined further in Item 35 above.

### **37. 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) 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
- f) Shall ensure that contractors, sub-contractors and all of their employees are trained in W.H.M.I.S.

### **38. 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.

### **39. PAYMENT TERMS**

The City of Clarence-Rockland follows a policy whereby in the absence of prompt payment discount terms, all invoices from vendors will be paid on a Net 30 basis; that is payments will be made by the City within 30 days of receipt of invoice, or the acceptance of the goods and services, whichever date is later. Payment may be delayed if the goods and / or services are not acceptable to the Corporation

Suppliers are encouraged to offer a cash discount for prompt payment, which will be taken into consideration in the authorization of this Tender, provided that the minimum number of working days for payment is fifteen (15).

Please indicate the Prompt Payment Discount on all invoices.

### **40. 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.

### **41. 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 as directed by the Facilities Manager. Road damages such as sod damage (debris from sod shavings) to be picked up by the Contractor





## **OPSS MUNI 100 GENERAL CONDITIONS and OPSS MUNI 180 GENERAL CONDITIONS**

Refer to OPSS.MUNI 100 dated November 2006 (not attached)  
Refer to OPSS. MUNI 180 dated November 2011 (not attached)

A copy of the General Conditions can be found at:  
[www.ragsb.mto.gov.on.ca/techpubs/ops.nsf](http://www.ragsb.mto.gov.on.ca/techpubs/ops.nsf)

### **SUPPLEMENTARY CONDITIONS TO OPSS MUNI 100**

#### **GENERAL CONDITIONS**

Where a General Condition or paragraph of the General Conditions are deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the number of the deleted items will be retained, unused.

#### **GC 3.07 DELAYS**

Add the following paragraph:

Without limiting the requirements of GC 3.07.02 of the General Conditions of Contract, it is hereby expressly agreed that, should the Contractor be prevented from carrying out the work according to the agreed upon program through labour disputes directly affecting the Contractor's own labour, the Contract may be terminated by the City. Upon termination of the Contract under these circumstances, the Contractor will be paid for all work carried out prior to termination and would have no further liability for the costs of completion of the work.

#### **GC 4.10 TERMINATION OF CONTRACT**

Amend paragraph 0.1 by adding the following to the end of the paragraph:

"The City shall have the right to delete any part of the work from the Contract, or to terminate all or part of the Contract, upon five days written notice, without claim for compensation from the Contractor, except that the Contractor shall receive payment for all work completed to date of receipt of the notice at the rates or unit prices in the Schedule of Unit Prices."

#### **GC 6.02 INDEMNIFICATION**

Delete GC 6.02 in its entirety and replace it with the following:

The Contractor, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, defend, indemnify and hold harmless the City, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, indirect, special and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the Contractor, its agents, employees and sub-contractors on behalf of the City, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the Contractor, its agents, employees or sub-contractors.”

#### **GC 8.01.02 Variation in Tender Quantities**

Delete clause GC 8.01.02 of the General Conditions of Contract in its entirety and replace it with the following:

“The City does not guarantee quantities as set forth in the Unit Price Worksheet. These quantities are approximate only, and the basis of payment under this Contract will be actual amount of work done and material furnished regardless of the actual amount of variation from the tender quantities.”

**SCOPE OF WORK:**

The work performed includes the supply and operation of a minimum of six (6) 4 wheels mobile type unit ( Air Regenerative, Mechanical Vacuum, truck Mounted Mechanical Type or an approved equivalent) street sweepers and the removal and disposal of all collected winter sand and other debris for approximately 70 km of roads along with a specific number of Recreational Park parking lots to a licensed landfill site within thirty (30) days of the completion of the spring street sweeping.

The majority of the work is for the removal of winter sand and other debris during the spring; however, the Contractor may be requested from time to time to provide incidental sweeping operations for the remainder of the term of the agreement.

The hourly rates tendered shall include, but not be limited to, all operating and maintenance costs for the street sweepers, all Operator costs, depreciation, insurance, fuel, fluids, repairs, wages, overtime, vacation, benefits and overhead.

**STREET SWEEPER REQUIREMENTS**

The Contractor shall provide a minimum of six (6) 4 wheels mobile type unit ( Air Regenerative, Mechanical Vacuum, truck Mounted Mechanical Type or an approved equivalent) street sweepers at all times (including operators) shall have a minimum three (3) cubic meter capacity;

Brushes shall be brand new at the start of each Spring, and shall be replaced as required to ensure maximum collection of winter sand and debris with no tracking.

The street sweepers shall have pressurized spray bars on both the pickup and gutter brooms capable of supplying sufficient water to suppress any dust generated

The Town has not limited the Contractor to age of equipment; however, the Municipality demands that all of the Contractor's equipment is mechanically sound, aesthetically pleasing and are kept clean at all times. All street sweepers shall be freshly painted in the Contractors colors prior to the startup date of the spring sweeping program.

All equipment must comply with Ministry of Transportation regulations/standards.

All street sweepers must provide:

- Hydraulic System - free from excessive oil leaks
- Engine - to be in good operating condition
  - be free from excessive oil leaks
  - equipped with block heater
- Fuel Tank - must be free from any leaks or defects
- Cab - to be equipped with heater
  - all dial and gauges to be functioning
  - all glass to be free from cracks, including windshield
  - functional wipers
  - functional defroster

- Lights - all equipment is to be fitted with light as required under the Ontario Highway Traffic Act
- Tires - shall reflect no more than 50% wear

- **REPAIRS AND MAINTENANCE**

- The Contractor shall, at its own expense, keep all its equipment in good repair throughout the Contract period. The Municipality at any time may request a vehicle maintenance report on any one or all equipment.
- Repairs are not to be done on Municipality property. The Contractor is to provide its own maintenance facility.
- It will be the responsibility of the Contractor to make arrangements for replacement equipment in the case of breakdown. This replacement equipment will be equivalent to or larger than equipment replaced.

- **6.0 TOOLS**

- The Contractor shall supply all hand tools necessary to remove any debris that is unable to be reasonably collected by the street sweepers.

- **7.0 PERSONNEL**

- The Contractor shall provide at least one fully dedicated Supervisor.
- The Supervisor shall be completely familiar with the areas requiring sweeping to ensure that each area receives its rightful service.
- The Supervisor shall thoroughly understand the Contract and be experienced in the work to be performed. The Supervisor shall possess excellent communications and customer service skills and must be able to take direction from various Public Works Services staff and must be qualified to address operational and administrative issues.
- The Contractor shall provide the Supervisor with a communication device or devices so that they may be contacted at all times by Public Works Services staff to quickly respond to complaints, concerns, spills and/or emergencies.
- If the Contractor's Supervisor is ill or on vacation, the Municipality shall be notified, immediately in case of illness and at least two working days prior in the case of vacation. An experienced and knowledgeable replacement Supervisor shall be required and all the appropriate contact numbers are to be given to the Municipality. Replacement Supervisors shall follow the same procedures as the regular supervisor.
- The Contractor shall provide experienced, competent, licensed operators for their sweepers. The Contractor shall provide driver's abstract for any all Operators whenever requested. Operators will be required to wear safety shoes/boots and other personal safety clothing/equipment as required by the Ministry of Labour and must not be under the influence of alcohol, drugs, or medication.
- The Contractor is also required to have spare operators available so that the sweeping operations are carried out on a continual basis without delay.

- **8.0 AFTER HOURS PARKING LOCATION**

- The Town will attempt to provide the Contractor with after hours parking at the Town's Infrastructure and Environmental Services Operations Yard at 9 Scanlon Court, during the spring operations; however, the Town makes no guarantee of providing this service or the security of the yard.

## **STREET SWEEPING OPERATIONS**

Working hours shall be between 7:00 am to 8:00 pm Monday to Friday (except statutory holidays). Alternate hours and days may be considered at the sole discretion of the Municipality.

The Contractor shall be required to sweep all paved surfaces as directed to 100% bare pavement, curb gutter to curb gutter. The sweeper may have to pass over the paved surface a number of times in order to accomplish this. Flushing surfaces are NOT an option to the Contractor.

Whenever the Operator encounters a parked car, the sweeper shall be maneuvered around the car as not to cause any damage. The Operator shall note the location and will return at some point during that day to sweep the area where the car was parked. If the car(s) has not been moved, the Operator shall advise the Supervisor, who will in turn advise Public Works. Once the car has been removed the Contractor shall have the sweeper return to the area to sweep.

The Contractor will attend to areas missed or areas not completed to the Municipality's satisfaction within 24 hours of receiving notification from the Municipality.

The Contractor will be required to complete daily sweeper logs, supplied by the Municipality, for each sweeper indicating the hours worked, streets swept, and any down/repair time. These logs shall be submitted daily to the Municipality and will be used as the basis for payment.

Worked hours are defined as actual sweeping time and all time spent dumping in the trucks or at the Public Works Services dedicated Yard (including applicable travelling time for these functions). Travel time from the Public Works Services Operations Yard or other locations to commence sweeping operations, down/repair time, and eating breaks is not considered worked hours and is at the Contractor's expense. Washing of machines will be done at the contractor's expense and outside working hours.

Street sweepers will be assigned designated routes; however, they will be required to assist in additional non-designated routes whenever required by the Municipality.

The Contractor is responsible to obtain a fire hydrant permit before commencing any work. The fire hydrant permits have to be in all trucks at all times.

The Municipality will designate hydrants for use as water supply for the sweepers throughout the designated routes. The cost of the water will be the responsibility of the Municipality. The Contractor shall be responsible for the loading of the water from the hydrant to the sweeper including any hand tools, hoses, and connections necessary. The Contractor will be required to log the number of loads of water used daily as well as the tank size on the various machines used.

The Contractor shall supply a back flow valve, or similar (ie. Air gap) approved by Public Works.

The suitability of the performance of the Contractor's sweepers with regards to inclement weather will be determined solely by the Municipality. No additional costs by the Contractor will be considered for sweeping operations delayed/not worked as a result of inclement weather.

After the completion of spring sweeping operations, the Contractor may be requested to provide the Municipality with additional sweeping assistance during the remainder of the year at the tendered hourly unit price. The Contractor will be expected to make best efforts at responding to the Town's requests.

### **11.0 TEMPORARY DUMP SITE**

The Municipality and/or the Contractor shall dump the sweeping debris at the temporary dump site at the Municipality's Public Works yard at 701 industrielle road.

### **12.0 PERFORMANCE**

The Contractor shall perform the work continuously without delay or interruption to the Municipality's performance standards when working. As a contracted representative of the Municipality, the Contractor will carry out its duties in a safe, productive, efficient, courteous, and professional manner.

All streets initially swept by the Contractor shall have no reasonably visible winter sand, debris trailing, or tracking. Any streets unsatisfactorily swept in the opinion of the Municipality will be re-swept by the Contractor at their cost.

The Contractor shall immediately notify the Municipality of any sweeper breakdowns. All breakdowns and times will be noted on the daily sweeper log.

The Contractor agrees that if they fail to perform the work to the satisfaction of the Town, or fail to comply with any of the provisions in the Contract, the Municipality may without notice:

- Have others perform the work, with any additional costs to the Municipality back charged to the Contractor; or
- Terminate the Contract, with no compensation considered (Information To Tenderers - Length of Contract is not applicable).

### **13.0 FAMILIARITY**

Prior to the commencement of the spring street sweeping operations, the Contractor will be provided a map of the designated routes, and shall be responsible to familiarize and tour the routes to locate any potential obstructions or hazards.

Contractors shall be required to visit the work site to satisfy themselves of the site conditions prior to submitting a Bid. By signing and submitting a bid, Bidders are acknowledging that they have visited the site and are satisfied with the scope of work as outlined herein.

### **14.0 DAMAGE**

Any damage to private or Town property (including hydrants) as a result of the Contractor's negligence will be the responsibility of the Contractor. The Contractor will be responsible for repairs or damage to its equipment which may result from its sweeping operations. All repairs/ damage shall be restored to the Town's satisfaction prior to the release of the five percent (5%) maintenance holdback.

### **15.0 INCIDENTS**

Incidents involving residents shall be immediately reported to the Town.

Vehicle collisions, personal injuries and any damages to public or private property shall be reported to the Town immediately without exception. The Contractor shall be responsible for all damages caused by it of its employees.

The Contractor's Supervisor shall be responsible to report to the Town any spills that may occur, liquid and/or solid. If the spill involves hazardous materials (i.e. motor oil, hydraulic oil) the Contractor's Supervisor shall apply a known absorbing material to the spill immediately and notify the Town so that appropriate action may be taken.

### **16.0 DISPOSAL OF MATERIAL – Item 7**

For the unit price tendered, the Contractor shall provide all labour, equipment, dumping fees, etc. for the removal, transportation and disposal of all collected winter sand and other debris to a licensed landfill site within thirty (30) days of the completion of the spring street sweeping.

The Contractor shall be responsible for the disposal of all collected winter sand and other debris and shall dispose of the same in accordance with *Environmental Protection Act* and Regulations, unless otherwise specified by the Town. All costs associated with the disposal of the material included in this Tender shall be included in the Bidder's unit price. There will be no consideration given to claims for additional compensation for the disposal of the material removed.

The Town will provide the loader and operator to load the material into the Contractor's dump truck(s). The Contractor shall provide a minimum of forty-eight (48) hours notice to the Town prior to the arrival of the dump trucks to be loaded.

For payment purposes, the volume of material removed and disposed of shall be determined by the volume measurement of the dump box for each truck being used. Prior to the commencement of the hauling operation, Town staff and the Contractor's representative shall measure the dump box(s) being used to haul the collected winter sand and other debris. The mutually agreed upon dump box volumes shall be used throughout the operation.



## **17.0 IDENTIFICATION**

The Town will supply two (2) signs for each street sweeper identifying the sweeper to be under contract to the Town. The Contractor will be responsible for the installation and removal of the signs.

## **18.0 SWEEPER INSPECTION**

The Town reserves the right to inspect the street sweepers described in Schedule "B" to be provided to the Town prior to the awarding of the Contract. The Bidder will make the street sweepers described in Schedule "B" available within five (5) days of the issuance of a written request from the Town for a street sweeper inspection.

Any street sweepers not meeting the Contract requirements may cause the Town to reject the Tender as non-compliant.

## **19.0 TRANSFER OF CONTRACT**

The Contractor agrees that this Contract is not assignable or transferable by the Contractor to another party, without the consent of the Town.

## **20.0 ABILITY TO PERFORM THE WORK**

Bidders must supply the information requested in Schedule 'A'. The information provided shall indicate the Bidder's ability to provide the services described within the Request for Tender documents and must meet or exceed the experience requirements listed in 20.1. The Town will conduct a reference check to confirm that the Bidder has performed the services described within the Request for Tender documents in a satisfactory manner. The Bidder shall provide references in Schedule 'A' as described in 20.2.

The Town reserves the right, in its sole discretion to reject any Tender that does not provide the required information in Schedule 'A'

### **20.1 Experience**

Bidders must demonstrate that their company has a minimum of three (3) years performing the work described in this Tender. Bidders must provide their experience in similar work in Schedule 'A'.

The Town reserves the right, in its sole discretion to reject the Request for Tender from any company that has not performed the services described within the Request for Tender documents for a minimum of three (3) years.

### **20.2 References**

Bidders must provide references from a minimum of three (3) projects performing the work described in this Tender.

The Town reserves the right, in its sole discretion to reject the Request for Tender from any company that has performed the services described within the Request for Tender documents in an unsatisfactory manner as determined from a reference check of the projects listed in Schedule 'A'.



## **ITEM #1 Equipment**

- (i) In order for this tender to be accepted by the municipality, the equipment and attachments must be of sufficient mechanical and physical condition to carry out all operations as described in this tender.
- (ii) Each street sweeper is to be four (4) wheels mobile type unit. The following units would be considered acceptable for the City of Clarence-Rockland street sweeping purpose; Air Regenerative, Mechanical vacuum, truck mounted mechanical type unit.
- (iii) Contractor's equivalent equipment shall be subject to an inspection by the Public Works Operation Manager or his representative for approval prior to awarding the contract.
- (iv) The Contractor shall have at his disposal reasonable back-up equipment to perform his designated duties should the need arise without causing too much delay.
- (v) If at any time after the actual delivery date of the services (or completion of the work) any part of the work is deficient, or otherwise fails to meet the requirements of the contract, then the Vendor, upon request, shall make good every such defect, deficiency or failure without cost to the City.

Not Applicable



**Submitted To:** Corporation of the City of Clarence-Rockland  
(Owner)



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

We hereby offer to sell to the City of Clarence-Rockland, hereafter referred to as the City, the Goods and/or Services described in accordance with the Specifications, Terms and Conditions specified set forth herein at the price(s) quoted therefore

### Company Name

Tender Number	<u>F18-INF-2016-007</u>
Bid Description:	<u>Street Sweeping ( 3 Year contract)</u>
Closing Date:	<u>March 23, 2017</u>
Time:	2:00 p.m. Local Time, Rockland, ON

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.

I/We have enclosed our bid deposit of \$\_\_\_\_\_.

Bids that do not contain the required Bid Deposit will be declared non-compliant and will be rejected.

**Supply:** Street sweeping coverage of approximately 70km including a specific number of Recreational Park parking lots.

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

Date of Earliest Commencement of Work upon award \_\_\_\_\_



The Bidder declares that:

- a) No persons, other than the Bidder, have any interest in this RFT or in the Contract proposed to be entered into.
- b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.
- c) The several matters stated in the said Submission are in all respects true.
- d) The Bidder has carefully examined the locality and site of the proposed works, as well as all the RFT Documents, and hereby accepts the same as part and parcel of this Submission, and does as hereby tender and offer to enter into a Contract to do all the work, provide the labor and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Bidder for said work, and that the Owner may at any time without notice accept this Submission whether any other Submission has been previously accepted or not.
- e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.
- f) In making this Submission for the work and in entering into the Contract, if awarded to this Bidder, the Bidder has investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.
- g) The Bidder also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner
- h) The Bidder acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Owner in its sole unfettered discretion deems most advantageous to itself.
- i) The Bidder does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Owner for any costs or damages incurred by the Bidder in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, 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 Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.



- j) The lowest, or any, Tender will not necessarily be accepted and the Owner shall have the unfettered right to:
  - (i) Accept a non-compliant Tender;
  - (ii) Accept a Tender which is not the lowest Tender; and
  - (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received.
  
- k) The Owner reserves the right to consider, during the evaluation of Tenders;
  - (i) information provided in the Tender document itself;
  - (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
  - (iii) information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender 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; and
  - (vii) innovative approaches proposed by the Bidder in the Tender;
  - (viii) whether the Bidder has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFT.

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

**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.

**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR  
THE TENDER WILL BE 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.

**PART 1 (INFRASTRUCTURE & ENGINEERING / PUBLIC WORKS):**

The City of Clarence-Rockland has approximately 70 km of centreline of sweeping

Year	Unit price/km	Total (For 70 km)
<b>2017 Lump sum bid (excluding taxes)</b>		
<b>2018 Lump sum bid (excluding taxes)</b>		
<b>2019 Lump sum bid (excluding taxes)</b>		
<b>Total (excluding taxes)</b>	-	

**\*Note: In the event tender prices in part 1 are above approved budget, the City will reserves the right to award the contract on hourly basis by using part 3 of this tender.**

**PART 2 (COMMUNITY SERVICES, RECREATION SECTOR):**

Place	Addresses	Area (m <sup>2</sup> )	2017 Cost per site	2018 Cost per site	2019 Cost per site
Cheney Park	Grand Tronc Street	<b>450</b>			
Hammond Park	3154 Gendron Street	<b>850</b>			
Cathy Cain Park	McDermitt Street	<b>1250</b>			
Rockland Arena	1450 Avenue du Parc	<b>7000</b>			
Clarence Arena	418 Lemay Street	<b>2650</b>			
St-Pascal Community Centre	2564 St-Pascal Road	<b>1050</b>			
Bourget Community Centre	19 Lavigne Street	<b>5600</b>			
Recreation Building	2815 Chamberland Street	<b>1000</b>			
Rockland Arts and Culture	1500 Avenue du Parc	<b>200</b>			
Recreation Complex (YMCA)	1525 Avenue du Parc	<b>8900</b>			
Museum	687 Laurier	<b>800</b>			



Rockland – City Hall	1560 Laurier	2300			
Ste- Trinité Church	2178 Laurier	2350			
TOTAL		34400			

**PART 3 (Upon request after completion of part 1 and 2):**

**Unit #1**

TYPE OF EQUIPMENT: \_\_\_\_\_

HOURLY RATE: \$ \_\_\_\_\_

**Unit #2**

TYPE OF EQUIPMENT: \_\_\_\_\_

HOURLY RATE: \$ \_\_\_\_\_

**Unit #3**

TYPE OF EQUIPMENT: \_\_\_\_\_

HOURLY RATE: \$ \_\_\_\_\_

**Unit #4**

TYPE OF EQUIPMENT: \_\_\_\_\_

HOURLY RATE: \$ \_\_\_\_\_

**DATED ON:** This \_\_\_\_\_ day of \_\_\_\_\_ 2017.

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TEL. NO.:** \_\_\_\_\_ **FAX. NO.:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**(BIDDER)** \_\_\_\_\_

**(WITNESS)** \_\_\_\_\_



**Prompt Payment Discount:**

The City of Clarence-Rockland follows a policy whereby in the absence of prompt payment discount terms, all invoices from vendors will be paid on a Net 30 basis; that is payments will be made by the City within 30 days of receipt of invoice, or the acceptance of the goods and services, whichever date is later.

A Prompt Payment Discount of \_\_\_\_\_% is offered by the proponent for payment within (15) fifteen working days, following receipt by the City of the invoice, or receipt and acceptance of the goods and services, whichever date is later, in the sole opinion of the City.





**PROVISIONAL ITEMS AND QUANTITIES**

Items listed in the Bid as “*Provisional Items*”, may or may not be required for completion of the Work called for under the Contract. The necessity for and/or actual quantities of these items will be determined by the City as the work progresses. Should any of these items be required, the Contractor will be compensated on the basis of the unit prices(s) quoted. In the event that any or all of these items are found not to be required, the Contractor may not claim extra payment for loss of anticipated profits or impact costs in relation thereto.

**Not Applicable**



**EQUIPMENT DESCRIPTION**

The City reserves the right to have the work done by the Contractor who submits the lowest price for the City of Clarence-Rockland street sweeping but the City does not bind itself to accept the lowest of any tender. The City also reserves the right to award the contract on an hourly or lump sum basis. The Contractor must list below the details of his equipment and experience. The City of Clarence-Rockland reserves the right to reject the tender if they determine that the equipment is not adequate for this contract.

**EQUIPMENT UNDER TENDERER'S CONTROL**

**Unit #1**

<b>Make</b>	
<b>Model</b>	
<b>Year</b>	
<b>Capacity</b>	
<b>Type of equipment and features</b>	

**Unit #2**

<b>Make</b>	
<b>Model</b>	
<b>Year</b>	
<b>Capacity</b>	
<b>Type of equipment and features</b>	

**Unit #3**

<b>Make</b>	
<b>Model</b>	
<b>Year</b>	
<b>Capacity</b>	
<b>Type of equipment and features</b>	

**Unit #4**

<b>Make</b>	
<b>Model</b>	
<b>Year</b>	





<b>Capacity</b>	
<b>Type of equipment and features</b>	

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 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.





**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.

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





**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)







**Appendix D – Agreement to Bond**  
**AGREEMENT TO BOND**

We, the undersigned, hereby agree to become bound as Surety for

\_\_\_\_\_  
(Name of Contractor)

in bonding totalling twenty five percent (25%) of the Contract amount, and conforming to the Instruments of the Contract Attached hereto, for the full and due performance and maintenance of the works shown as described herein, if the Tender for Contract No. F18-INF-2017-007 is accepted by the Corporation of the City of Clarence-Rockland

It is a condition of this agreement that, if the above mentioned Tender is accepted, application for the required Performance Bond shall be made to the undersigned within ten (10) days of acceptance of the Tender related thereto, otherwise this Agreement shall be null and void.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

(Company Seal) \_\_\_\_\_  
Name of Bonding Company

\_\_\_\_\_  
Signature of Authorized Person  
Signing For Bonding Company

\_\_\_\_\_  
Position



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**Appendix E – COURTESY LABEL**

From:



**BID SUBMISSION**  
**Tender Number F18-INF-2017-007**  
**(STREET SWEEPING)**

**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., March 23, / 2017**

