



# Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

## REQUEST FOR TENDER

**Tender Number**

**F18-INF-2017-009**

**Bourget Community Centre Roof Waterproofing**

Request for Tenders Issued On: 27-MAR-2017

Tender Submission Deadline: 2:00:00pm on 17-APR-2017 Local Time in Clarence-Rockland Ontario, Canada

**Deliver to:**

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

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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](mailto: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. TENDER TIMELINE**

Event	Anticipated Date
Request for Tender issued	27-Mar-2017
Job Showing Mandatory Meeting	3-Apr-2017 10:00 AM
Last Day for submitting e-mail inquiries	10-Apr-2017
Tenders due from firms	17-APR-2017 2:00
Evaluations	May 2017

**3. 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 14-APR-2017.

Bidders are required to submit the following with their Bid:

**Bid Submission Forms, pages 44 to 49 must be submitted including all information as applicable to this contract.**

- Bid Submission Form
- Pricing Schedule A
- List of Subcontractors
- Key personnel
- Bidder's Experience In Similar Work
- **Three (3) References**
- **Application Specifications**
- Agreement to Bond

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

**4. GENERAL DESCRIPTION**

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



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

A **Mandatory** bidders meeting for the Contractors will take place on 3-Apr-2017 10:00 AM. Firms bidding who have not signed the **mandatory sign in sheet** will be rejected.

The Owner, the Contractor and the foreman that will run the crew on this project and the Owner's representative will review the specifications, drawings, and details.

The work site will be examined and the condition of the grounds and the buildings will be noted. The contractor will be responsible for any damage to the facilities resulting from the execution of this project.

**19 Lavigne road  
Community Recreation Center  
Bourget, ON  
K4K1P7**

6. **BID DEPOSIT**

Not Required.

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.

A sample Agreement to Bond Form is included with this RFT but Bidders are advised that an Agreement to Bond as supplied by your Surety Company or financial institution indicating that your company is capable of will be sufficient, provided it includes all terms indicated on the City's Tender.

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. **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.

## 10. 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 17-Apr-2017**

**Site: City Hall  
1560 Laurier  
**Clarence-Rockland**  
**Client Service Center**  
**Rockland, ON**  
**K4K1P7****

## 11. 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.

## 12. 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.

### 13. **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.

### 14. **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
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 bid.
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

**15. 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.

**16. 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.

**17. PRICING**

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

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

**18. 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.

## 19. **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.

## **20. 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.

## **21. 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.

## **22. 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.

## **23. 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

**24. 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.

**25. 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.

**26. 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.

**27. NEGOTIATION (PRE CONTRACT AWARD)**

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

**28. CHARACTER OF WORKERS**

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

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

**29. CONTRACT CANCELLATION**

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the Company may negotiate a settlement. The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

**30. PUBLIC RELATIONS**

The Contractor, as a representative of the Municipality must treat the public with the utmost respect. The Contractor shall advise the Municipality of all complaints received. The Municipality will notify the Contractor of any complaints received regarding the unfavourable character or actions of workers in writing. The Municipality 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 Municipality's discretion in this regard is final.

**31. EMERGENCIES**

The Contractor shall provide to the Owner, in writing, the names, addresses and telephone numbers of members of their organization to be contacted in the event of an "after hours" emergency at the site.

**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.



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**1. CITY NOT BOUND**

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

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

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

The City shall not be held liable for any errors or omissions in any part of this 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. CONFLICT OF INTEREST**

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

The Contractor shall disclose to the Owner, in writing, without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any Subcontractor or Supplier that is directly or indirectly affiliated with or related to the Contractor.

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

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

### **13. INSURANCE/Indemnification**

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

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

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

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

- b. **Non-owned automobile insurance** to a limit of not less than one million dollars (\$1,000,000) and;
- c. **If applicable, automobile insurance (OAP1) for both owned and leased vehicles** with inclusive limits of not less than one million dollars (\$2,000,000).
- d. **Environmental Impairment Liability**

The contractor shall effect and maintain Environmental Impairment Liability with a limit of not less than \$5,000,000. Per Incident /Annual Aggregate. Coverage shall cover on a Gradual and Sudden & Accidental basis and include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is written on a 'claims made' basis, such insurance shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement. Coverage shall extend to include non-owned disposal site.

The Policies shown above shall not be cancelled unless the Insurer notifies the Corporation of the City of Clarence Rockland in writing at least thirty (30) days prior to the effective date of Cancellation.

The insurance policy will be in a form and with a company licensed to conduct business in Ontario which is, in all respects, acceptable to the Corporation of the City of Clarence Rockland.

The contractor shall be solely responsible for all deductibles listed under the above noted policies and such deductibles shall not be the responsibility of the City. The contractor is permitted to self-insure physical damage to their own equipment / vehicles and the City will not bear any responsibility for damage to the equipment/vehicles.

All policies of insurance shall:

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

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

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

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

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

#### **14. INSURANCE CLAIMS**

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

- (a) The Contractor shall retain an independent adjuster who will determine the Contractor's liability for all third party claims, and advise the claimant in writing of the determination of liability within sixty (60) days of service of the claim on the Contractor. Copies of such determination of liability shall be forwarded to the City of Clarence-Rockland.
- (b) If the Contractor or the Contractor's independent adjuster fails to respond within the time noted in (a) or responds in a manner inconsistent with the evidence at hand, the City of Clarence-Rockland reserves the right to have another independent adjuster review the claim and determine liability therefore. Any

monies incurred by the City of Clarence-Rockland to investigate, defend and satisfy any third-party claim where it was determined that the Contractor was liable will be deducted from monies owing to the Contractor by the City of Clarence-Rockland.

- (c) If a claim is settled to the satisfaction of the Claimant, the Contractor shall provide the City of Clarence-Rockland with a copy of the Claimant's Release. The Claimant's Release shall cover the interests of the Contractor and The Corporation of the City of Clarence-Rockland, its employees, agents and anyone for whom it is in law responsible.

## **15. DEFAULT**

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.

## **16. TERMINATION**

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

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

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

## **17. SUSPENSION OF BIDDERS**

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

## **18. SKID AND DRUM DEPOSITS**

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

## **19. INSPECTION**

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

- a) defective products or workmanship discovered within one year of the date of receipt
- b) latent defects, frauds and mistakes

## **20. REJECTION**

20.1 If any of the goods are found at any time to be defective in material, workmanship, quality, quantity or otherwise not in strict conformity with the specifications or requirements of the original Bid request and any subsequent order, the City in addition to any rights to which it may have under warranties or otherwise shall have the right to reject and return such goods for full credit. All freight charges are to be at the Vendor's expense.

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

## **21. VENDOR RESPONSIBILITIES**

21.1 It is mutually agreed and understood that the Vendor shall not assign, transfer, convey, sublet or otherwise dispose of the Tender, or Contract or the right, title or interest therein, or the powers to execute the same, without the previous written consent of the City.

21.2 Acceptance of a purchase order issued by the City for a bid or any part of a bid shall constitute a contract between the City and the Vendor which shall bind the Vendor on his part to furnish and deliver the goods or services at the prices given and in accordance with the conditions of the bid and these Standard Terms and Conditions.

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

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

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.

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

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.

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.

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.

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
- d) providing workplaces that are free from harassment or discrimination of any kind.

### **23. VENDOR PERFORMANCE MANAGEMENT - CONTRACTOR EVALUATION**

Following substantial Performance, the Project Leader will prepare a report on the performance of the Contractor. The report will rate performance in various categories including: project management, site supervision, quality of work, health and safety, communications, public relations, cost control, schedule management, and site management. The report will be discussed with the contractor and a copy of the completed report will be provided.

Performance ratings will be used by the City in analysing future bids by the Contractor. Copies of the report may be provided to other municipalities or their agents.

A Contractor who scores a failing grade (<30) on their Performance Review will not be



eligible to have any City of Clarence-Rockland project awarded to them as either a General Contractor or a Sub Contractor. This suspension period may last for a period up to 3 years from the date of the completion of the Failed Project. Any bid submission made during the suspension period will be returned, unopened to the Contractor.

- a) At the outset of a project, the City shall institute a Vendor Performance Management evaluation process.
- b) The performance evaluation shall rate the performance of the Contractor on standard criteria as listed in Appendix "C". The Contractor shall be responsible for the performance of his Sub Contractors and will be evaluated as such. A copy of the Performance Evaluations and introductory letter shall be provided to the Contractor at the outset of the project, and shall remain constant for the duration of the contract. Performance issues shall be noted in writing with a copy to the Contractor and a copy to the departmental project file. Performance issues shall also be noted in any site meeting or project meeting minutes. For projects that last more than four (4) months, an interim evaluation may be carried at the midpoint of the project. For projects that last less than four (4) months, only the final evaluation will be carried immediately after completion of the project.
- c) The performance evaluation shall determine whether a Contractor will:
  - i) be allowed to bid for future contracts with the City of Clarence-Rockland;
  - ii) be suspended from bidding on any contracts with the City of Clarence-Rockland
- d) No bid will be accepted from any contractor during the term of the suspension. Any bid submitted by the Contractor will be returned, unopened to the address on the bid envelope. If the Contractor is listed as a Sub Contractor on another bid, the City will notify the General Contractor that they will be unable to accept the submitted bid unless another Sub Contractor is identified. It is the suspended Contractor's responsibility to notify any General Contractors of their suspension with the City of Clarence-Rockland.
- e) The Contractor may request a debriefing meeting to discuss the evaluation within thirty (30) calendar days following delivery of the evaluation. The request outlining any comments or concerns with the Performance Review rankings should be sent in writing to the Manager of the Project/Client Department for review. Only the comments and rankings of the Vendor Performance Management contractor evaluation will be open for discussion. Any changes to the evaluation form and weighing criteria will not be entertained. If the Contractor remains unsatisfied with the outcome of the debriefing meeting, they can request in writing to the Manager of Procurement Supply, a further review by the City of Clarence-Rockland Review Committee.
- f) The Review Committee will hear from both City staff and the Contractor at a time and place appointed in writing by the Committee. The Committee shall be comprised of the original City team members that participated in the procurement process, Director of Finance and the Manager of Supply, or their designate. The decision of the Review Committee shall be in writing and final and be provided to City Staff and the Contractor.
- g) Bids will not be accepted by the Contractor for work in the City of Clarence-Rockland as a General or Sub Contractor during the review process.
- h) In reaching a decision, Staff shall be entitled to rely upon the evaluation criteria determined in advance of the project and the results of prior performance evaluations relating to other contracts performed by the same contractor or consultant.
- i) The results of any Vendor Performance Management contractor evaluation may be disclosed to other Municipalities or government bodies upon request.

## **24. 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.
- g) When such materials are purchased directly by the Contractor for said project, it shall be their responsibility to replace all damaged or missing materials at no additional expense to the Owner.

## **25. INVOICE REQUIREMENTS**

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

Please forward invoices to the following E-mail account;

AP@Clarence-rockland.com

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

## **26. 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.

## **27. FOLLOW ON CONTRACTS**

At the City's discretion, and where applicable, the City reserves the right to enter in follow-on contract(s) with the Successful Bidder for supply of other related or similar Goods, materials or Equipment should there be a requirement and where the supply of such items would require the same levels of expertise and service delivery from the Successful Bidder. Such contracts would either use same unit rates as set out in the Contract or as would be negotiated with the Successful Bidder.

## **32. 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/serveability/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.

## **33. NEGOTIATION (PRE CONTRACT AWARD)**

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

## **34. CHARACTER OF WORKERS**

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

The Contractor agrees to employ only orderly, competent, and skilful workers. Whenever the Municipality informs the Contractor in writing that any worker is, in its

opinion, incompetent, unfaithful or disorderly, the Contractor will ensure that the worker in question is removed from the work and shall not be further employed on the Contract without the Municipality's written consent.

**35. CONTRACT CANCELLATION**

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the Company may negotiate a settlement. The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

**36. PUBLIC RELATIONS**

The Contractor, as a representative of the Municipality must treat the public with the utmost respect. The Contractor shall advise the Municipality of all complaints received. The Municipality will notify the Contractor of any complaints received regarding the unfavourable character or actions of workers in writing. The Municipality 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 Municipality's discretion in this regard is final.

**1. OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) REQUIREMENTS**

- 1.1 The following requirements and conditions shall be included in all agreements with Contractors (and sub-Contractors) engaged by or on behalf of the City:
  - 1.1.1 Contractors with known poor safety records or with inadequate qualifications or equipment will not be considered for award;
  - 1.1.2 Contractors acknowledge that they regularly read and understand the Occupational Health and Safety Act R.S.O. 1990, C. 0.1 ("OHSA") and regulations, made under that statute;
  - 1.1.3 the Contractor shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations. Any such requirements established by the City shall be included in the Bid Documents and the Contractor agrees to assume full responsibility for the enforcement of same;
  - 1.1.4 the Contractor shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work;
  - 1.1.5 the Contractor shall allow access to the work site on demand to representatives of the City provided that they are in full compliance of the Occupational Health and Safety Act and Regulations;
  - 1.1.6 the City will take all action necessary to support the Contractor's health and safety efforts and to ensure that the City-owned and controlled environments in the vicinity of the project are free from hazards;
  - 1.1.7 the Contractor acknowledges and agrees that any serious breach or breaches of health and safety requirements, whether by the Contractor or any of its Subcontractors may permit the City to elect to cancel the Contract; and
  - 1.1.8 the Contractor acknowledges and agrees that any damages or fines that may be assessed against the City by reason of a breach or breaches of the OHSA by the Contractor or any of its Subcontractors will entitle the City to set-off the damages so assessed against any monies that the City may from time to time owe the Contractor under the Contract or any other contract whatsoever
- 1.2 The Contractor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agent(s) and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the OHSA and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.

- 1.3 Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Contractor shall ensure that the requirements of the OSHA and associated regulations are complied with.
- 1.4 The Contractor shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- 1.5 The Contractor shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities. This plan shall include, but not be limited to, procedures for entering a confined space on the work site.
- 1.6 The Contractor agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the City.

## **2. TOXIC AND HAZARDOUS SUBSTANCES**

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

## **3. LICENCES AND PERMITS**

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

## **4. EVIDENCE OF QUALITY**

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

## **5. LABOUR DISPUTES**

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

## **6. GUARANTEED MAINTENANCE AND WARRANTY**

- 6.1 Upon completion of the Work, the Contractor shall maintain the Work for a warranty period of *Twelve (12) Months* after the date of substantial completion to the satisfaction of the City/or Consultant, if any, both acting reasonably. The Contractor shall correct any imperfections due to material or workmanship. The decision of the City/or Consultant, if any, both acting reasonably, as to the nature and cause of any imperfections and the necessity for the type of repair shall be final. If the Contractor fails to comply with the direction from the City/or Consultant, if any, both acting reasonably, within fifteen (15) Calendar Days or immediately in the case of an emergency the City/or Consultant, if any, both acting reasonably, may proceed under the Performance Bond or if it is holding a Letter of Credit, or Certified Cheque, it may draw upon it and complete the required work at the Contractor's expense.
- 6.2 The warranty given pursuant to this section shall not limit extended or other warranties on any items of equipment or material called for elsewhere in the Contract.
- 6.3 The Contractor shall, before final payment is applied for, to the extent permitted by the manufacturer and supplier, assign to the City the benefit of any warranty by any manufacturers or suppliers in addition to the warranty as mentioned above.

## **7. F.O.B. POINT AND DELIVERY REQUIREMENTS**

- a) All prices must be tendered F.O.B. DESTINATION – Freight Prepaid. All packaging and freight costs shall be prepaid and borne by Contractor. All Equipment or Vehicles must be floated to the delivery address for any company bidding out of the City boundaries.
- b) Title to the Goods or Equipment contracted for delivery shall pass to the City upon
- i) the Goods or Equipment having been delivered and offloaded at the designated delivery location(s); and
  - ii) the City having certified its acceptance of the Goods, Equipment or Vehicle. The Contractor shall bear full all risks and rewards of ownership of the Good or Equipment while in transit, including, but not necessarily limited to, the administration of any damage claims with the Contractor's contracted delivery agent or carrier.
- c) Tendered pricing shall include the safe unloading or offloading of the Goods or Equipment at the designated delivery location(s).
- d) The Contractor/Supplier shall be responsible for resolving any other damage claims, either with its contracted delivery agent or carrier or with the Manufacturer of the Equipment or the Product distributor, regardless as to whether the damage to the Equipment could have been visible at time of shipment or is later found to have been concealed during shipment.

## **8. BASIS OF AWARD**

It is the City's intent to Award a Contract to the Lowest Responsive Bidder on the basis of the Total Tender Price (HST excluded) of Price Schedule "A", minus any prompt payment discount offered in accordance with this Request for Tender.

Notification of acceptance of a Bidder's Tender will be confirmed contractually in the form of a Purchase Order(s) issued by the City to the Lowest Responsive Bidder. The Contract having been confirmed by a Purchase Order shall affirm the identity of Successful Bidder and shall name all of the relevant Contracting Documents. The Successful Bidder shall thereafter be known as the Contractor.

If requested by the City, Bidders shall arrange for a demonstration of the Product offered within five (5) calendar days of request, at no cost to the City. It is understood the unit offered for evaluation may not exactly match the requirements detailed herein however; the unit shipped must meet all Specification requirements. The unit offered for demonstration shall be delivered to a site designated by the City, be available for at least five (5) working days for evaluation. The City shall not be liable for any damage or loss to the unit occurring during the evaluation period except for those items, which are under the care, custody or control of the City. The City's decision as to the acceptability of the unit to the requirements and Specifications shall be final.

## **9. BRAND NAME OR EQUIVALENT**

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

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

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

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

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

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

## **10. 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.

## **11. CONTRACTOR PERFORMANCE**

Following substantial Performance, the Contract Administrator will prepare a report on the performance of the General Contractor. The report will rate performance in various categories including: organization, quality of work, public relations, supervisory staff, safety practices, clean up and time for completion. A copy of the completed report will be provided to the contractor.

Performance ratings will be used by the City in analysing future bids by the Contractor. Copies of the report may be provided to other Owners or their agents.

A Contractor who scores a failing grade (<30) on their Performance Review will not be eligible to have any City Project Awarded to them as either a General Contractor or a Sub Contractor. This suspension period may last for a period up to 3 years from the date of the completion of the Failed Project. Any bid submission made during the suspension period will be returned, unopened to the Contractor.

a) At the outset of a project, the City shall institute a performance evaluation process in all contracts.

b) The performance evaluation shall rate the performance of the Contractor on standard criteria adopted from time to time. The General Contractor shall be responsible for the performance of his Sub Contractors and will be evaluated as such. A copy of the Performance Evaluations and introductory letter shall be provided to the Contractor in advance of the contract, and shall remain constant for the duration of the contract. Performance issues must be noted in writing with a copy to the Contractor and a copy to the departmental project file. Performance issues must also be noted in any site meeting or project meeting minutes.

c) The performance evaluation shall determine whether a Contractor will:

i) be allowed to bid for future contracts with the City of Clarence-Rockland;

ii) be suspended from bidding on any contracts with the City of Clarence-Rockland

d) No bid will be accepted from any contractor during the term of the suspension. Any bid submitted by the Contractor will be returned, unopened to the address on the bid envelope. If the Contractor is listed as a Sub Contractor on another bid, the City will notify the General Contractor that they will be unable to accept the submitted bid unless another Sub Contractor is identified. It is the suspended Contractor's responsibility to notify any General Contractors of their suspension with the City of

Clarence-Rockland.

e) The Contractor may request a debriefing meeting to discuss the evaluation within thirty (30) calendar days following delivery of the evaluation. The request outlining any comments or concerns with the Performance Review rankings should be sent in writing to the Director of Finance and Economic Development for review. Only the comments and rankings of the Contractor Performance Review will be open for discussion. Any changes to the evaluation form and weighing criteria will not be entertained

f) Bids will not be accepted by the Contractor for work in the City of Clarence-Rockland as a General or Sub Contractor during the review process.

g) In reaching a decision, Staff shall be entitled to rely upon the evaluation criteria determined in advance of the project and the results of prior performance evaluations relating to other contracts performed by the same contractor or consultant.

h) The results of any Performance Evaluation may be disclosed to other Municipalities or government bodies upon request.

## **12. VIDEO SURVIELANCE**

While on City property visitors, guests, and service providers may be recorded by video surveillance equipment installed throughout the premise. The Personal Information recorded by such equipment is the property of the City and will be collected, stored, and destroyed in accordance with all appropriate provincial and federal laws.

## SCOPE OF WORKS

### GENERAL

This section details the guidelines for the process of effectively repairing defects within an aged Metal and Asphalt Mod Bit roof by way of the installation of fluid applied membrane. Work included is labor, materials, equipment / accessories and related services to complete the application.

### SITE PREPARATION

- A. Roof inspection;
  - i. Inspect the Metal and Asphalt Mod Bit roof surface for loose fasteners, seam separation, repair areas. Inspect flashing details, seams, patches, expansion joints, terminations and transitions. Determine which areas may not be watertight or structurally sound.
- B. Roof cleaning/preparation;
  - i. Contractor is to wash the entire roof with pressure jet to remove grimes, dirt, shoot, loose paint, rust flakes, loose material, etc. However the pressure and angle shall be adjusted to ensure no water seeps thru the gaps and drip into the community center. No jet washing near corroded spots or lap joints, etc.; instead use brush to wash.
  - ii. During this wash, the contractor must not cause choke to the rain water down pipe. Flushing & Clearing of the down pipe will have to be done after the roof cleaning has been completed.
  - iii. Remove and dispose of heat trace cable at western edge of roof and associated fasteners.
- C. Minor Repair Works;
  - i. Contractor is to inspect the entire roof to identify and to carryout patch repair on corroded surfaces or hole, joints, overlapping joints, flashing edges, substrate, blisters, cracks etc. before the actual waterproofing system is applied.
  - ii. All rusty overlapping joints shall be de-rusted by rust control product. Contractor to guarantee the rust control and primer are compatible products, to ensure proper adhesion of the primer to the metal roof. Rust control shall be used prior to application of primer on metal surfaces. Rusty surface to be treated before membrane coating is applied.
  - iii. Tighten all fasteners and seal with appropriate sealant before application of waterproofing membrane.
  - iv. Replace all corroded and missing fasteners and screws, tighten with a performed rubber washer and sealed with appropriate sealant before application of waterproofing membrane.
  - v. Roof gutter to be inspected for proper function.
  - vi. All mounting bracket if rusty shall be treated and all corroded brackets shall be replaced or repair.

- vii. Care should be taken while handling the lightning conductor. At all times, the lightning conductor shall not be “disconnected”.
- viii. Existing metal roofing that are rusted and which cannot be repaired by rust remover, must be replaced with equivalent to the existing metal roof.
- ix. Proper protection against rain or any excessive water shall be taken into consideration on site during the dismantling and installation works.
- x. All surfaces shall be checked and cracks shall be repaired or filled.

## **WATERPROOFING WORKS**

### **A. Primer**

- i. Apply Primer; this shall be capable of enhancing the adhesion of the metal and asphalt mod bit surfaces and the waterproofing membrane. The primer shall be applied onto the clean surface using roller, brush or airless spray.
- ii. No thinning is required.
- iii. A curing period of approximately 24 hours, subject to atmospheric condition should be allowed prior to the application of waterproofing membrane. As soon as the primer is “touch dry”, commencement of the spray/apply on (roller or brush) membrane shall begin. This is to avoid the priming coat being left too long to collect contaminants which is likely to impair the adhesion of the membrane.
- iv. Carry out the waterproofing works with solvent free water base liquid membrane applied waterproofing system using either be manually applied or by spraying. The waterproofing membrane shall be applied in accordance with the manufacturer’s recommendation by an approved specialist applicator.

B. Waterproofing work shall be carried out on a cleaned, dry and prepared surface. The final thickness of the system shall meet manufacturer requirements.

C. The membrane is sprayed/applied at a coverage rate of at least 2m<sup>2</sup>/liter.

D. The works site shall be kept neat and tidy all times. All debris to be cleared and transported off-site to ensure no materials are left on the roof and blown on to the surrounding areas.

E. Waterproofing shall be allowed to cure and bond properly on each layer. Allow minimum of 24 hours (or manufactures equivalent) to cure before foot trafficking by following trades. Should the weather turn wet, if waterproofing has been applied but not cured, contractor may have to remove their work for re-work.

F. The finished coating must be firmly adhere to background and be free from pinholes, blisters, embitterment, foreign matter and other defects likely to permit the passage of water.

G. For and asphalt mod bit flashings and joints, removal of existing mastic or tar. Replace with reinforcement mesh to enhance the tensile strength of the waterproofing system. Contractor may also propose the most appropriate and effective waterproofing system and material based on the site survey.

H. All cladding joints and flashing shall be lined with flexible sealing tapes, self-adhesive or manual applied adhesive, to manage the width of the gaps caused by deformation.

I. The completed waterproofing membrane is to be provided with minimum fifteen (15)-years warranty upon the completion of the whole works. Contractor shall provide the said warranty.

J. Adjacent walls or parapets or extractor fan necks, chamber etc. shall be included in the waterproofing works. All upturns on vertical wall shall not be less than 300mm high.

K. Upon the completion of the waterproofing works, contractors need to carry out a thorough washing of the surrounding areas of work to wash down all dirt from the roof and the gutters.

L. Contractor may also propose the most appropriate and effective waterproofing system and material based on the site survey and condition evaluation for this exercise as alternative and has to state clearly in the tender submission the types of waterproofing system including the catalog for evaluation.

- M. All waterproofing system proposed shall be tested for suitability to use under local environment and temperature range.

## QUALITY ASSURANCE

- A. The contractor shall provide adequate measures to protect the completed waterproofing system from being damaged during the application subsequent activities.
- B. There shall be a wet weather program and contingent protection works over the treated waterproofing membrane during the rain while in the process of the application of membrane.
- C. Prior to commencement of any waterproofing application or works, the Contractor shall submit relevant shop drawings/ method statements on the waterproofing detail to the city's project manager.
- D. A water spray test shall be conducted at random, to check on "weak spot" of the metal roof upon the request of city's project manager.
- E. Be vigilant on the above during the entire installation process and continually re-examine surfaces immediately prior to installation. This is particularly important where works are stopped and resumed after a period of time.

## DAILY SITE SAFETY MANAGEMENT

- A. Safety is utmost important and contractor to take note of the weather condition especially wind and lightning.
- B. In case of strong wind or lightning, all works to stop immediately and all resources shall be removed from the roof to a safe shelter.
- C. Proper barricade shall be erected for the safety of pedestrian as well as vehicle.
- D. Signage shall be place in various locations to inform of the work in progress.
- E. Provide safety line or life line for workers to anchor to while moving around the roof.
  - i. Since the work is on open roof with strong winds and slippery surfaces, all workers shall comply to Ontario Ministry of Labour for working at height with proper life line to be provided by the contractor and be certified safe for use by the professional bodies.
  - ii. Contractor is to provide an option for temporary and permanent life line in their costing as the community center wishes to retain the life line upon the project completion.
- F. Provide all certification of the safety provision and also site supervision with daily tool box briefing.
  - i. Contractor is to ensure the relevant safety personnel or supervisors to be full time on site as per the latest Ontario Ministry of Labour and contractor is to submit all relevant document to ensure compliance to Ontario Ministry of Labour and Working at Heights Training requirements for site work.

## TECHNICAL SPECIFICATIONS

- 1) **Existing Roof**
  - a) **Corrugated Sheet:** Anodized Grey Single Lock Butler metal sheet.
  - b) **Asphalt mod bit:**
- 2) **Rust Control:** 1 coat by using brush, roller or airless spray at a rate of 7.2m<sup>2</sup>/litre. This product will be utilized to treat the rusty surface and prevent the rust from further corrosion.
- 3) **Waterproofing System & Material:** UV resistant, solvent free water base liquid membrane cold applied waterproofing system will depends on the materials composite and characteristic suitable for metal corrugated roof and asphalt mod bit roof sheets proposed by contractors. Material proposed should have high thermal and UV resistance. It should have high flexibility and elasticity to adapt to the vast temperature difference between summer and winter, at the ranges of -35°C to 35°C. The membrane shall not crack delaminate or become brittle and shall maintain its properties for temperature up to 80°C.

The membrane shall allow for structure movement or deflection in the building and span cracks in the metal roofing sheet of 6mm wide or less, which may occur after installation of the membrane. The membrane shall allow for structure movement or deflection in building and span cracks in metal roofing sheet of 6mm wide of less, which may occur after installation of the membrane.

<b>Technical data for liquid membrane waterproofing</b>		
<b>Characteristics</b>	<b>Property Requirements</b>	<b>ASTM Test Method</b>
Brookfield Viscosity @ 73.4 F , cps	12.000 - 85.000	D 2196
Viscosity @ 73.4°F , KU	85 - 141 85 - 141 85 - 141	D 562
Volume Solids, %	>50 >50	D 2697
Weight Solids, %	>60	D 1644
Initial Tensile Strength @ 73°F , psi	200 minimum	D 2370
Initial Elongation @ 73°F, %	100 minimum	D 2370
Permeance (20 mil dry film, 73.4°F/ 50% RH, inverted), perms	50 maximum	D 1653
Water Swelling, Mass %	20 maximum	D 471
Wet Adhesion to galvanized metal using ICC Primer B16, pli	2.0 minimum	C 794 / D 903
Tear Resistance (Die C), lbf/in	>60	D 624
Fungi Resistance, rating	0 maximum	G 21
Elongation @ 73°F, %	100 minimum	100 minimum
Appearance after 1000 hrs accelerated weathering	No Cracking or Checking	D 4798
Solar Reflectance	CRRC .70	C 1549
Thermal Emittance	CRRC .71	C 1371



**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

Tender Number	F18-INF-2017-009
Bid Description:	Roof Waterproofing
Closing Date:	17-APR-2017
Time:	2:00 p.m. Local Time, Rockland, ON

### Company Name

\_\_\_\_\_

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

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

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

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

Work will completed by \_\_\_\_\_.

The Bidder declares that:

- No persons, other than the Bidder, have any interest in this RFT or in the Contract proposed to be entered into.
- 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 or Engineer.
- 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.

l) 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 "A"**

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.

Item No.	Description	Unit	Estimated Quantity	Estimated Unit Rate	Totat Estimated Price
<b>Section A: General</b>					
A-0000	Construction admin., Temporary Facilities, Cleaning, Site Protection	LS	1		
A-0001	Bonding, Mobilization, Insurance, Demobilization	LS	1		
A-0002	Preconstruction Survey/Inspection	LS	1		
A-0004	Safety Management Signage	LS	1		
A-0005	Site Safety as per Ontario Occupational Health and Safety act	LS	1		
<b>Section A Total</b>					
<b>Section B: Repair and Replacement Works</b>					
B-0001	Clean of entire roof before waterproofing application	m <sup>2</sup>	985		
B-0002	Application of rust control on rusted parts before application of the waterproofing membrane	m <sup>2</sup>	930		



B-0003	Tighten Replace all corroded and missing fasteners and screws, tighten with a performed rubber washer and sealed with appropriate sealant before application of waterproofing membrane	LS	1		
B-0004	Replace damaged roof sheeting, complete with necessary fixing accessories (quantity will based to actual site visit)	LS	1		
<b>Section B Total</b>					
<b>Section C: Waterproofing Works - Metal Roof</b>					
C-0001	Preparation and Application of reinforcement mesh and liquid membrane to metal flashing and joints	Lm	175		
C-0002	Preparation and Application of Primer to the metal roof surface in strict accordance with the manufacturer's instructions	m <sup>2</sup>	930		
C-0003	Preparation and Application of UV resistant liquid membrane to the metal roof surface in strict accordance with the manufacturer's instructions	m <sup>2</sup>	930		
<b>Section C Total</b>					
<b>Section D: Waterproofing Works - Asphalt Mod Bit Roof</b>					
D-0001	Preparation and Application of reinforcement mesh and liquid membrane to metal flashing and joints	Lm	70		
D-0002	Preparation and Application of Primer to the asphalt mod bit roof surface in strict accordance with the manufacturer's instructions	m <sup>2</sup>	55		



D-0003	Preparation and Application of UV resistant liquid membrane to the metal roof surface in strict accordance with the manufacturer's instructions	m <sup>2</sup>	55		
<b>Section D Total</b>					
<b>Section E: Other Works</b>					
E-0001	Any other items not mentioned above necessary to complete the waterproofing of the metal roof. If not stated and allowed herein, shall deem to be included or absorbed in the various breakdown items: Contractor to specify:				
	Item A:				
	Item B:				
	Item C:				
<b>Section E Total</b>					
<b>Total</b>					
<b>Grand Total (Without HST)</b>					
<b>Grand Total (With HST)</b>					

Please confirm Best Delivery Date for the item(s) quoted, after receipt of Purchase Order.

**01 November 2015.**

**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**



**LIST OF SUB-CONTRACTORS**

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

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

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

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

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





**KEY PERSONNEL**

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

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





**BIDDER'S EXPERIENCE IN SIMILAR WORK**

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

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

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

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

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

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





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

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

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

**We** acknowledge and confirm that we are in full compliance with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service) made under the *Accessibility for Ontarians with Disabilities Act, 2005*. We confirm that all employees, agents, volunteers, or others for whom we are at law responsible who are required to receive training under the Act have completed the training available at <http://www.mcsc.gov.on.ca/mcsc/serve-ability/splash.html>. We will provide to the City any further documentation that confirms this training upon the request of the City.

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

\_\_\_\_\_  
 Name of Contractor or Third Party Provider

\_\_\_\_\_  
 Signature of Authorized Signing Officer

\_\_\_\_\_  
 Printed Name of Person Above

\_\_\_\_\_  
 Date





THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

**Appendix B – NOTICE OF “NO BID”**

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

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

Other reasons/additional comments:

\_\_\_\_\_  
\_\_\_\_\_

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

Company\_\_\_\_\_

Address:\_\_\_\_\_

Phone:\_\_\_\_\_ Fax:\_\_\_\_\_

Signature:\_\_\_\_\_ Title:\_\_\_\_\_

Name:\_\_\_\_\_ Date:\_\_\_\_\_

(Print)





**Appendix C – CONTRACTOR / VENDOR PERFORMANCE EVALUATION**

**City of Clarence-Rockland  
VENDOR PERFORMANCE MANAGEMENT  
CONTRACTOR EVALUATION**



<b>City Project Manager</b>		<b>Contract #</b>	
<b>Evaluation Type (please select one)</b>			
Interim <input type="checkbox"/>		Final <input checked="" type="checkbox"/>	
<b>Vendor Name</b>		<b>Vendor Project Manager</b>	
<b>Vendor Site Superintendent</b>		<b>Vendor Project Team/Subcontractors</b>	
<b>Project Completion Date</b>		<b>VPM Debriefing Date</b>	
<b>City Representatives in Attendance (at debriefing)</b>		<b>Vendor Representatives in Attendance (at debriefing)</b>	

Performance Indicator - Weighting: 15	Description	(X)	Points	Rating	Comments
<b>1. PROJECT MANAGER</b> (How well the Contractor managed the project in regards to scope, schedule, budget, and risk. Was the Contractor project manager organized, prompt and did they communicate with City staff and the Contract Administrator effectively and in a timely manner, both verbally and in writing? Were documents submitted on time? Did the project manager communicate and manage his staff and Sub-Contractors effectively? Did the project manager deal with city staff and the CA in a respectful and professional manner? Were issues dealt with quickly and efficiently in	100 %	Outstanding Project Management - above normal standard.		15.00	0.00
	85%	Appropriate Project Management that exceeds normal standard in some areas; no significant problems with project management.		12.75	
	70%	Satisfactory Project Management. Most project management tasks were performed according to industry		10.50	



consultation with the project team?)		standard.				
	50%	Many issues with Project Management that impacted scope, schedule and/or budget. Several communication problems.			7.50	
	25%	Serious Project Management problems that negatively affected the overall Project. Poor communication			3.75	

Performance Indicator - Weighting: 10		Description	(X)	Points	Rating	Comments
<b>2. SUPERVISION</b> (The extent to which the Site Supervisor managed the site. Did the site super have a thorough understanding of the construction drawings and specs? Did the site super maintain good records on site including site instructions, change notices, as-builts? Did the site super provide good supervision to staff and sub-contractors? Was the work on site done efficiently according to the project schedule? Was the site super respectful and professional in dealing with city staff and consultants? Did the site super coordinate the required inspections?)	100%	Outstanding supervision of site. Proactive approach to project and timely issue management.		10	0.00	
	85%	Consistent, qualified and coordinated supervision. Issue management completed in a timely and appropriate fashion.		8.5		
	70%	Satisfactory supervision with some issues. Issues were corrected in a reasonable time frame.		7		
	50%	Supervision of site needs improvement. Inconsistency in approach; slow to respond to identified issues. Negatively impacted project scope, schedule and/or budget.		5		
	25%	Multiple interventions required to bring supervision to adequate level. Unresponsive to identified issues. Ignored project scope, schedule and/or budget.		2.5		

Performance Indicator - Weighting: 15		Description	(X)	Points	Rating	Comments
<b>3. QUALITY</b> (Finished product meets the defined standards for quality assurance in Contract Specifications; product delivered within project scope and in expected condition; Very few deficiencies were noted during site inspections; deficiencies were corrected promptly)	100%	Above average to extraordinary workmanship;		15.00	0.00	
	85%	Some areas exceed normal standard and expectations; remainder of items delivered satisfactorily.		12.75		
	70%	Acceptable workmanship; Average number ( Less than 10% of the items) of deficiencies for project type.		10.50		
	50%	Below average workmanship. Above average number ( Between 10% and 30%		7.50		



		of the items) of deficiencies.				
	25%	Poor workmanship. Numerous deficiencies. (More than 30% of the items)		3.75		

Performance Indicator - Weighting: 15	Description	(X)	Points	Rating	Comments
<p><b>4. HEALTH AND SAFETY</b> (Contractor submits an appropriate Health and Safety Plan, and ensures adequate and proper safety procedures followed. Adequate safety fencing. Traffic control meeting specified standards. Adherence to Ministry of Labor standards. Notice of Project is posted in site trailer. Regular lunchbox meetings are held with workers and minutes recorded. Site is clean, adequate housekeeping. Equipment is in good working condition. Site is safely accessible by all.)</p>	100 %	Outstanding Health and Safety; exceeds OHSA standard.		15.00	0.00
	85%	Commendable Health and Safety; meets OHSA standard and exceeds in some areas.		12.75	
	70%	Acceptable Health and Safety; meets OHSA standard.		10.50	
	50%	Multiple Health and Safety concerns. Several items not meeting OHSA standard(s).		7.50	
	25%	Significant Health and Safety concerns identified; Little to no effort made by Contractor to meet OHSA standard(s).		3.75	

Performance Indicator - Weighting: 10	Description	(X)	Points	Rating	Comments
<p><b>5. CO-OPERATION, COMMUNICATION, AND PUBLIC/CLIENT RELATIONS</b> (Degree of co-operation with City project manager, city officials, consultants, inspectors, public utilities, and other agencies. Contractor's consideration of and communication with general public, motorists, residents, and community associations. Professional verbal and written communication)</p>	100 %	Co-operative and proactive response to City and resident concerns. Innovative communications with public and/or City staff.		10	0.00
	85%	Co-operative and timely response to City and resident concerns. At times, communication exceeds expected standard.		8.5	
	70%	Satisfactory response to City and resident concerns; Contractor involved in developing solutions and ensures prompt and appropriate action.		7	
	50%	Public/Client Relations needs improvement. Management of issues slow and inconsistent. Communications with public and City have minor issues.		5	
	25%	Unacceptable Public/Client Relations; Issue Management is slow, inconsistent, uncooperative. Communication(s) with the public and City are		2.5	



		strained.				
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Performance Indicator - Weighting: 10		Description	(X)	Points	Rating	Comments
<p><b>6. COST CONTROL</b> (Project delivered within budget. Invoices presented in a clear manner and submitted on time. Change Notices reasonably priced, with appropriate breakdown and backup, and submitted in a timely manner. Contractor is proactive in reviewing the drawings and site conditions to mitigate certain changes. No unwarranted claims submitted.)</p>	100 %	Outstanding cost control. Reasonable pricing on Change Orders and Extra Work and processed in an expedited manner.		10	0.00	
	85%	Cost Control was consistent and exceeded expectations on some occasions. Change Orders and Extra Work were priced fairly and processed efficiently.		8.5		
	70%	Consistent and fair pricing on Change Orders and Extra Work. Prompt receipt of Change Orders.		7		
	50%	Inconsistent and/or unfair pricing on Change Orders and Extra Work. Change Orders priced and received in a reasonable time.		5		
	25%	Multiple occasions of inconsistent and/or unfair pricing on Change Orders and Extra Work. Change Orders processed slowly.		2.5		

Performance Indicator - Weighting: 10		Description	(X)	Points	Rating	Comments
<p><b>7. SITE MANAGEMENT</b> (Site is clean, accessible and safe. Degree of care taken when handling and storing materials, where applicable. Material storage area is fenced from the public. Site trailer is in good condition and adequate for its purpose (site super work area, drawing table, meeting area, etc.). Minimal to no adverse impact on ongoing facility operations, including timely isolation requests, where applicable. Traffic Control plan meets project requirements. Adherence to Contract provisions and restrictions.)</p>	100 %	Outstanding site management; site is clean, accessible and traversable by all transportation modes at all times.		10	0.00	
	85%	Minimal direction from City required in regards to Site Management; Issues resolved promptly and to standard.		8.5		
	70%	Satisfactory Site Management; Some instances of site not being tidy, accessibility issues and/or improper equipment storage. Issues resolved to standard.		7		
	50%	Site Management needs improvement. Multiple instances of site accessibility issues, site not being tidy and/or improper equipment storage. Some instances of issues not brought to		5		





		satisfactory resolution.				
	25%	Considerable delay(s), public and/or operations inconvenienced; site not accessible; multiple directions and pressure exerted by City and issues not brought to satisfactory resolution. Multiple infractions of Contract provisions and restrictions.			2.5	

Performance Indicator - Weighting: 15		Description	(X)	Points	Rating	Comments
8. SCHEDULE MANAGEMENT(Amount of effort required in order to deliver the project on time. Contractor worked in an efficient manner. Subcontractors hired on time. Shop drawings submitted expeditiously. Supplies and materials ordered on time. Permits obtained on time. Contractor submitted a detailed project schedule in gantt format prior to project start, and updated on a regular basis. Contractor provided 3-week look ahead schedules during construction)	100 %	Delivered ahead of schedule		15.00	0.00	
	85%	Delivered on schedule		12.75		
	70%	Delivered on schedule with significant effort required by Contractor, and some cases city staff, to achieve timelines		10.50		
	50%	Schedule slippage but some effort made by Contractor to try to achieve timelines		7.50		
	25%	Schedule slippage; little to no effort made by Contractor to achieve project timelines		3.75		
<b>FINAL CONTRACTOR RATING %</b>					<b>0.00%</b>	

**Overall Comments**

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Rating Guide	
Outstanding	90-100
Commendable	80-89
Satisfactory	70-79
Needs Improvement	50-69
Not Acceptable	<49

<b>Signature - City Representative</b>	<b>Date</b>





**Appendix D – 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-2017-009 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  
(Roof Waterproofing )  
Tender Number F18-INF-2017-009**

**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., 17-APR-2017**

