



Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR TENDER

Tender Number

2021-028

Landry Road Sidewalk Extension

Request for Tenders Issued On: June 11, 2021

Tender Submission Deadline: 2:00:00 p.m. on July 6, 2021 Local Time in Clarence-Rockland Ontario, Canada

Deliver to:
The Corporation of the City Clarence-Rockland
1560 Laurier
Clarence-Rockland
Grey Parcel Box in Parking Lot
Rockland, ON
K4K1P7



INFORMATION FOR CONTRACTORS – SUMMARY SHEET

The following is a summary of some of the key requirements included in the attached document. The details of each requirement are provided in the attached document. This information summary is provided for the convenience of the Contractors only. It is not necessary to return this summary sheet with your submission.

NOTE:

Contractors must consult every section of this RFT/RFP/RFQ to ensure that they have included all information required. Bid submission forms in Section 4 must be completed, executed, and submitted at the time of closing.

Project Description: Landry Road - Sidewalk Extension

- Reference Number: **2021-028**
- Term of Agreement: **N/A**
- Closing Date: **2:00:00 p.m., Local Time, July 6, 2021**
- Opening Location: **1560 Laurier, Rockland, ON,**
- Submission Requirements: Original in sealed envelope and indicating the Contract number
- Documents to be submitted: **All forms in Section 4 and Section 1 Subsection 12**
- Site Meeting: Yes No Date and Time:
- Mandatory: Yes No Location:

- Bid Deposit: Yes Amount 10% No
- Agreement to Bond (or approved equivalent): Yes No
- If Yes, Performance Bond Yes 50% ♦ Labour/Materials Bond Yes No
- 10% Holdback Applicable: Yes No ♦ Fidelity Bond: Yes No
- Prices Read out at Public ♦ Schedule of Prices to be
- Opening: Yes No completed in whole: Yes No
- Sample Products: Yes No ♦ References Mandatory: Yes No
- Subcontractor Form: Yes No ♦ WSIB Certificate required: Yes No
- Other Certifications: Yes No
- Accessibility for Ontarians with Disabilities Act (AODA) Applies: Yes No
- **Letter** from Insurance - Acknowledgment: Yes No

Insurance Requirements:

- Commercial General Liability Insurance
 Yes Amount: \$2,000,000/occurrence or \$5,000,000/occurrence No
- Automobile Insurance not less than \$2,000,000/occurrence Yes No
- Professional Liability not less than _____ Yes No

Inquiries: Buyer Name: **Yves Rousselle C.E.T.**
 Telephone No: **613-446-6022 Ext: 2235**
 Email: **yrousselle@clarence-rockland.com**



INFORMATION FOR CONTRACTORS – SUMMARY SHEET – CONT'D

Tender must be submitted in a sealed envelope.
It must be clearly addressed as set out below.

Or you can affix the below label to your envelope.

REQUEST FOR TENDER

**Yves Rousselle C.E.T.
Supply Manager**

BID DEPOSIT = Grey Parcel Box in Parking Lot

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

PROJECT: LANDRY ROAD - SIDEWALK EXTENSION

TENDER #: 2021-028

Company Name: _____
Company Address: _____



TABLE OF CONTENTS

INFORMATION FOR CONTRACTORS – SUMMARY SHEET	2
INFORMATION FOR CONTRACTORS – SUMMARY SHEET – CONT'D	3
1. ELIGIBILITY TO PARTICIPATE.....	6
2. INVITATION TO CONTRACTORS.....	6
3. SCHEDULED OR (MANDATORY) MEETING:	6
4. DEFINITIONS.....	6
5. TENDER TIMELINE.....	7
6. TENDER DELIVERY & OPENING.....	7
7. SCHEDULED OR (MANDATORY) MEETING:	9
8. CONTRACT TERM.....	9
9. TENDER SUBMISSION	9
10. INQUIRY.....	10
11. COVID-19.....	11
12. TENDER CONTENT.....	11
13. ACCEPTANCE OF TERMS.....	12
14. NON-EXCLUSIVE.....	12
15. BID DEPOSIT	12
16. AGREEMENT TO BOND	12
17. PERFORMANCE SECURITY	12
18. FIDELITY BOND	12
19. INTERPRETATION.....	13
20. REQUIREMENTS UPON ACCEPTANCE.....	13
SECTION 2.0 STANDARD TERMS AND CONDITIONS.....	15
1. ACCEPTANCE.....	15
2. NEGOTIATION (PRE CONTRACT AWARD)	16
3. CONTRACTOR ELIGIBILITY	16
4. INSURANCE / INDEMNIFICATION TBC WITH CITY BROKER.....	17
5. INSURANCE CLAIMS	18
6. WORKPLACE SAFETY INSURANCE BOARD CERTIFICATE.....	19
7. OCCUPATIONAL HEALTH & SAFETY ACT/ENVIRONMENTAL PROTECTION ACT	19
8. STORAGE AND DISPENSING EQUIPMENT	20
9. CHARACTER OF WORKERS.....	20
10. PROJECT SITE WORKING CONDITIONS	21
11. CARE AND HANDLING.....	21
12. PATENTS AND COPYRIGHTS.....	21
13. ERRORS AND OMISSIONS OF THE CONTRACTOR.....	22
14. EQUIVALENCIES	22
15. QUANTITIES	23
16. TERMS OF PAYMENT.....	23
17. INVOICE REQUIREMENTS	24
18. UNPAID ACCOUNTS	24
19. CHANGES IN THE EQUIPMENT OR SERVICES.....	24
20. NON-PERFORMANCE	25
21. PRICING (TERM OF AGREEMENT).....	25
22. UNIT PRICES	26
23. DISCLOSURE	26
24. ADDENDUM / ADDENDA.....	27
25. WITHDRAWAL OR AMENDING OF TENDERS.....	27



26.	CONTRACT CANCELLATION.....	28
27.	LAWS AND REGULATIONS	28
28.	ENVIRONMENTAL CONCERNS	28
29.	DEFAULT BY CONTRACTOR.....	28
30.	SAMPLES	29
31.	ELECTRICAL SAFETY AUTHORITY.....	29
32.	ERRORS, OMISSIONS IN THE CITY DOCUMENTS.....	30
33.	ONTARIANS WITH DISABILITIES ACT, 2001	30
34.	ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE FOR CONTRACTED SERVICES... 30	
35.	DESIGN AND DEVELOPMENT PROHIBITIONS.....	31
36.	TAX ARREARS	31
37.	WITHDRAWAL OF BIDS.....	32
38.	REJECTION OF BIDS	32
39.	BID IRREGULARITIES.....	32
40.	UNBALANCED SUBMISSION AND DISCREPANCIES.....	34
41.	AWARD	35
42.	EVALUATION OF BIDS.....	36
43.	TIE BREAK.....	36
44.	VERIFICATION OF SAFETY PERFORMANCE.....	36
45.	LIQUIDATED DAMAGES DUE TO LATE DELIVERY.....	36
46.	DECLARATION OF AN EMERGENCY - NO DAMAGES	38
47.	TOXIC AND HAZARDOUS SUBSTANCES.....	38
48.	LICENCES AND PERMITS	39
49.	EVIDENCE OF QUALITY	39
50.	LABOUR DISPUTES	39
51.	GUARANTEED MAINTENANCE AND WARRANTY	39
52.	CONTRACTOR PERFORMANCE	40
53.	NON-RESIDENTS	41
54.	GOVERNING LAW	41
55.	COPYRIGHT.....	41
56.	FREEDOM OF INFORMATION.....	42
57.	TERMINATION.....	42
58.	SKID AND DRUM DEPOSITS	43
59.	CONTRACTOR'S CONDUCT AND CONFLICTS OF INTEREST	43
60.	CONTRACT AND CONTRACTOR REQUIREMENTS.....	44
61.	FOLLOW ON CONTRACTS.....	45
62.	VIDEO SURVIELANCE.....	45
SECTION 3.0 SCOPE OF WORK		46
SECTION 4.0 BID SUBMISSION FORMS.....		54
	PRICING SCHEDULE "A"	57
	APPENDIX A - SUBCONTRACTORS.....	59
	APPENDIX B - KEY PERSONNEL	60
	APPENDIX C - REFERENCE INFORMATION.....	61
	APPENDIX D - NOTICE OF "NO BID"	62
	APPENDIX E - AGREEMENT TO BOND.....	63
	APPENDIX F – CONTRACTOR / VENDOR PERFORMANCE EVALUATION	64
	APPENDIX G - ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING ACKNOWLEDGEMENT FORM	



1. ELIGIBILITY TO PARTICIPATE

Open competition.

2. INVITATION TO CONTRACTORS

This Request for Tender (“RFT”) is an invitation to prospective Contractors to submit prices to furnish all labour, materials, services, transportation and incidentals to perform the following work:

The works consist of extending the existing concrete sidewalk that ends in front of the 1806 Landry Street in Clarence-Creek with an asphalt pathway of 2.5m by 300m heading southbound to Roxanne Street.

3. SCHEDULED or (MANDATORY) MEETING:

NONE

4. DEFINITIONS

- (a) **Alternative** means a choice of things, each being fully compliant.
- (b) **Contractor(s)** means all persons, partnerships or corporations who respond to this RFT, and includes their heirs, successors, and permitted assigns.
- (c) **City** means The Corporation of the City of Clarence-Rockland and includes its successors and assigns.
- (d) **Contract** means the agreement to be entered into between the Contractor and the City with respect to the supply of the Equipment and Services. It shall be based upon this RFT, with any agreed upon amendments, and shall also include any plans and specifications and will be held to cover the supply of any and all work, labour, implements and materials that could be reasonably required to properly and satisfactorily supply the Equipment or Services.
- (e) **Contractor** means the Bidder(s) whose Tender(s) is/are accepted and who has/have agreed to supply the Equipment and Services as described in the Contract. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, sub-contractors and Contractors.
- (f) **Equipment** means all goods, materials, articles, equipment, software, intellectual property (or any part of them) and vehicles as described in the Specifications attached to this RFT as Section 3 and acquired through the inclusion of such equipment in a schedule to the Contract from time to time throughout the term of the Contract.

- (g) **Improper** means a Tender that is not in conformity in some manner with the requirements of this RFT but will be reviewed by the City to determine whether it may be considered in the evaluation process, in the sole and unfettered discretion of the City.
- (h) **Tender(s)** means the Contractor’s submission in response to this RFT, including the specifications, directions, specifications, schedules and requirements, together with all documents of any description and agreements made or to be made pertaining to the method of supplying the Equipment or Services or to the quantities as shown of acceptable materials to be furnished under the Contract.
- (i) **RFT** means this Request for Tender document, including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- (j) **Services** means the services as required and described in Part C, Specifications of this RFT and Equipment is as described in the Specifications attached to this RFT as Section 3
- (k) **Total Acquisition Cost** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.

5. TENDER TIMELINE

Event	Anticipated Date
Request for Tender issued	June 11, 2021
Job Showing Mandatory Meeting	N/A
Last Day for submitting e-mail inquiries	June 28, 2021-2:00:00 P.M.
Tenders due from firms	July 6, 2021-2:00:00 P.M.
Evaluations	July 2021
Anticipated date of Award	July 2021

6. TENDER DELIVERY & OPENING

- (a) Tenders made on the forms provided must be submitted in a sealed package, clearly **marked showing the contract number found on the front of the RFT** and throughout the document and must be submitted to the following address to the attention of the following individual **not later than 2:00:00 p.m.**, Local Time, on the date shown on the front of the RFT and throughout the document (the “deadline for submission”).

Yves Rousselle C.E.T.
 Manager of Supply and Processes
Grey Parcel Box
 The Corporation of the City of Clarence-Rockland
 1560 Laurier
 Rockland, ON
 K4K1P7



- (b) The Tenders are to be deposited in person or by a courier provider in the **grey parcel deposit box secured** on the east wall of City Hall, located at 1560 Laurier street in Rockland (Wall facing the new Fire Station).



- (c) The Manager of Supply and Processes will be present on site at 2:00:00 p.m. to confirm the delivery time of the bids received.

The Manager of Supply and Processes cellular phone time is the official time for the deadline for submission. No other clock or source of time will be recognized when considering the submission date and time of Requests for Tenders / Proposals / Quotations / Pre-Qualifications, Expressions of Interest or any other competitive bidding document issued by Purchasing. Tenders must be received not later than 2:00:00 p.m. on the specified date of closing. Tenders received at 2:00:00 p.m., as shown on the Manager of Supply and Processes cellular phone time, are “on time” and will be accepted. Tenders received at 2:00:01 p.m. or later, as shown on the Manager of Supply and Processes cellular phone time are late and will be rejected.

The Manager of Supply and Processes in the presence of a municipal witness, will collect and open received tenders.

- (d) Any Tenders received after the deadline for submission will be considered as non-compliant and will be returned unopened. In the event that the Tender is too large for an envelope, the Tender shall be **sealed** in a carton clearly marked with the Contract number and description.
- (e) The use of the mail or courier services for delivery of a Tender will be at the risk of the Contractor. The Tender must come into the possession of the above-mentioned representative of the City before the deadline for submission or the Tender will be returned to the Contractor unopened.
- (f) In the event that the Tender is hand delivered and is received past the deadline for submission, the Tender envelope will be time stamped and returned unopened to the deliverer immediately.
- (g) In the event that the Tender is received by a means other than ‘in person’ and is received past the submission deadline, it will be time stamped and returned unopened by courier.
- (h) **NOTE: Tenders must be submitted in a sealed envelope. Submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.**

- (i) The onus unequivocally remains with the Contractor to ensure that Tenders are delivered to Purchasing Services, at the address shown in Item 3(a) above by the deadline for submission, in accordance with the submission instructions. Requests for adjustments to submitted Tenders by telephone fax or electronically will not be considered.
- (j) The City shall not be liable for any cost of preparation or presentation of Tenders, and all Tenders and accompanying documents submitted by the Contractor become the property of the City and will not be returned. There will be no payment to Contractors for work related to and materials supplied in the preparation, presentation and evaluation of any Tender, nor for the Contract negotiations whether they are successful or unsuccessful.
- (k) Tenders will be opened at a public tender opening meeting immediately following the deadline for submission. The opening will be held in the room identified on the Information to Contractors Summary Sheet at the front of this RFT. Requests for information as disclosed at the public opening shall be in writing, directed to the City Buyer.
- (l) The City, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Contractor, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City of any Tender, or by reason of any delay in the acceptance of any Tender.

7. SCHEDULED or (MANDATORY) MEETING:

N/A

8. CONTRACT TERM

The contract end date is August 27, 2021.

9. TENDER SUBMISSION

- (a) Submission of a Tender will constitute acceptance of all provisions contained in this RFT on the part of all Contractors.
- (b) When submitting a Tender, Contractors must ensure that all areas of this RFT that require information are completed and submitted in accordance with the instructions. Failure to do so may result in the incomplete Tender being rejected.
- (c) All Tenders must be made upon the Bid Submission Forms found in Section 4 to this RFT. The Bid Submission Form must be executed with an original signature and remitted prior to the deadline for submission or it will be rejected.
- (d) Signatures should be made in ink. If a joint Tender is submitted it must be signed by signing officers of each of the joint Contractors.
- (e) Tenders which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared Improper and may be rejected. Tenders must be legible, written in ink, or by computer. Tenders written in pencil will not be considered. In the case of an error in extending the unit prices, the unit



price shall determine the price bid. Mathematical errors made by the Contractor extending unit prices will be corrected by the City.

- (f) None of the conditions contained on the Contractor's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the City and specifically referred to on the purchase order.
- (g) Any erasures or corrections to a Tender must be initialled or noted by the Contractor or the Tender may be deemed as Improper and may not be considered.
- (h) If after reading the RFT, your organization does not wish to submit a Tender, **do not forward the material to another organization. Discard/recycle the material and return a completed "Notice of No Bid" and/or return all materials immediately to the City.**

10. INQUIRY

- (a) All inquiries regarding this RFT shall be directed, by email to the attention of the Buyer shown on the front of the RFT package and throughout the document.
- (b) Details of the site visit, if applicable, are provided in the Information for Contractors - Summary Sheet provided at the front of this RFT.
- (c) Any inquiries will be responded to in writing. Any clarification shall not alter the Tender. Oral arrangements or discussions are not binding and cannot be relied upon.
- (d) If during the period prior to submission of Tenders, the City determines, in its sole and unfettered discretion, that part of the Tender requires formal amendment or clarification, written addenda to this Tender will be produced and distributed to all known Contractors. In that case, the Tenders shall identify the addenda and indicate how they respond to them.
- (e) Contractors attempting to contact City staff or elected officials other than the contact indicated in this RFT, for whatever reason during the Tender or evaluation process are advised that such action may result in their disqualification from the process. If consultation is deemed to be necessary by the City, a pre-tender meeting of all Contractors and City staff will be arranged at a location of the City's choosing. The City reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- (f) No officer, agent or employee of the City is authorized to verbally alter any portion of this RFT.
- (g) All references to Contractor include all staff from the proposing organization as well as all contractors and subcontractors that the proposing organization may hire to supply the Equipment or Services.
- (h) Any questions to interpretation of Specifications or the bid process shall be addressed to Purchasing Services, in writing, in ample time before the deadline for submissions.



11. COVID-19

The Bidder is to develop and submit a plan to address the Government of Canada and Province of Ontario recommended practices for minimizing the spread of COVID-19, based on the latest version of the Canadian Construction Association's COVID-19 Standardized Protocols for All Canadian Construction Sites. This will include but not be limited to; hand washing stations, worker separation and proposed methods of dealing with workers that must be near one another. No separate payment will be provided for the development of the plan or for adjusting the plan as needed.

12. TENDER CONTENT

Tenders will be deemed complete if they include:

- (a) A completed and executed Bid Submission Form and Pricing Schedule A attached to this RFT. (Section 4)
 - (b) A completed List of Subcontractors, attached to this RFT. (Section 4)
 - (c) Reference list, attached to this RFT. Contractors must provide three appropriate references; listing completed projects of a similar size and nature, including contact names and telephone numbers. (Section 4)
 - (d) Key Personnel list, attached to this RFT. (Section 4)
 - (e) A Bid Deposit (where applicable) as detailed in the Information for Contractors - Summary Sheet found at the front of this RFT. (Section 4)
 - (f) An Agreement to Bond (where applicable) or approved equivalent as detailed in the Information for Contractors - Summary Sheet found at the front of this RFT. (Section 4)
 - (g) A Signed, Accessibility Standards for Customer Service Training Acknowledgement Form
 - (h) *Letter of Insurance - Acknowledgement that the Broker as read the Insurance requirements and is capable of providing the required tender insurance.
- *A letter from the respondents Insurance Company must accompany the bid confirming that if the respondent is successful that they can provide insurance as outlined in the RFT. If the letter is not included in the response, the bid may be rejected.**
- (j) A current copy of the Workplace Safety and Insurance Clearance Certificate (WSIB)
 - (k) If any of the above information (items (a) through (j) inclusively) is missing or deficient, the City reserves the right, in its sole and unfettered discretion, to request written clarification, or, to reject the Tender in its entirety.

13. ACCEPTANCE OF TERMS

Each Contractor, by submitting a Tender, represents that the Contractor has read, completely understands, and accepts the terms, conditions, and specifications of the RFT in full.

14. NON-EXCLUSIVE

Contractors should note that any Contract(s) awarded as a result of this RFT will be non-exclusive. The City may, at its sole and unfettered discretion, purchase the same or similar Equipment or Services from other sources, including but not limited to other Contractors, during the term of the Contract(s).

15. BID DEPOSIT

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

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

The Bid Bond will be returned after delivery to the Owner of the required 50 % Performance Bond and 50% Labour and Materials Payment Bond by the accepted Bidder.

16. AGREEMENT TO BOND

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

17. PERFORMANCE SECURITY

(a) 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 pre-tax. The cost of all bonds shall be included in the Bid Price.

(b) The accepted Bidder shall submit to the Owner the required Performance Bond and Labour and Materials Payment Bond immediately upon receiving notification of acceptance of its Bid from the Owner.

(c) 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

18. FIDELITY BOND

N/A



19. INTERPRETATION

The following rules of interpretation apply:

- (a) The term 'best value' means the most cost efficient and effective manner of supplying the Equipment or Services in the sole and unfettered opinion of the City.
- (b) Where any mention is made to the masculine gender in any part of this RFT or the Contract, it shall be interpreted as, and deemed to mean, the masculine or feminine gender. Words in the singular can be interpreted in the plural, and vice versa, as the context allows.
- (c) Each reference to Provincial legislation in this RFT, unless otherwise specified, is a reference to the Current Consolidated Statutes of Ontario and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- (d) The words "shall", "will", and "must" used in this RFT denote imperative and mean "a requirement having a significant degree of importance to the objective of this RFT".
- (e) The words "should" or "may" used in this RFT denotes permissive.
- (f) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

20. REQUIREMENTS UPON ACCEPTANCE

Prior to award, the recommended Contractor 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 Contractor 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 Contractors' 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) COVID-19 Work Plan
 - d) A current copy of the Workplace Safety and Insurance Clearance Certificate (WSIB)



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.



1. ACCEPTANCE

- (a) As soon as practicable after opening the Tenders, the City will endeavor to act upon them. The acceptance of a Tender will be notice in writing signed by a duly authorized representative of the City, and no other act of the City shall constitute the acceptance of a Tender. The placing of a notice of award to a Contractor by the City in regular mail or courier to the address given in a Tender shall constitute formation of the Contract and no other form of notice shall be required. Acceptance of a Tender by the City shall bind the Contractor to execute any additional documents as required.
- (b) The Contract shall consist of and have priority in the following order:
- i. the purchase order;
 - ii. the RFT;
 - iii. and the Contractor's Tender.
- (c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the City's purchase order and a term in the chosen Tender, the term in the purchase order will prevail to the extent of the discrepancy.
- (d) The City may accept any Tender in whole or in part, whether the Total Acquisition Cost is the lowest or not, and may reject any or all Tenders.
- (e) The City reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the Tender, and to award Contracts to one or more Contractors; to accept or reject any Tender in whole or in part; to waive irregularities and omissions in the City's sole and unfettered discretion, if in so doing, the best interests of the City will be served. No liability shall accrue to the City for its decision in this regard.
- (f) In addition to the preceding paragraph, the Contractor, by submitting a Tender, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Contractor in preparing its Tender for matters relating to the Contract or in respect of the competitive process, and the Contractor, by submitting a Tender, waives any claim for loss of profits if no contract is made with the Contractor.
- (g) Should the City receive only one (1) Tender on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition or to negotiate the prices/terms offered by the Contractor.
- (h) All Tenders shall be irrevocable for ninety (90) days following the deadline for submission to allow sufficient time for evaluation of the Tenders and for the investigation of the Contractors.

- (i) Upon acceptance of a Tender, (or any part of it), by the City, the successful Contractor shall, if requested by the Solicitor for the City so to do, execute and enter into an additional formal contract that is satisfactory to the Solicitor of the City, to properly secure the Contract resulting from the acceptance of a Tender (or any part of it) and to embody indemnity and related provisions that in the opinion of the Solicitor are required to protect the City.
- (j) Any notice that the City may be required or desire to give to the Contractor shall for all purposes be deemed to have been sufficiently and properly given if forwarded by regular mail or courier and addressed to the Contractor at the address shown for the Contractor on its Tender. It shall be presumed to have been received by the Contractor on the third day following the mailing or the day following registration with the courier.
- (k) No Tender shall be accepted from any person or Contractor who, has a claim or has instituted a legal proceeding against the City or against whom the City has a claim or has instituted a legal proceeding, without the prior approval of City Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFT.

The placing in the mail or delivery to the address given in the Tender of a notice of award to the Contractor by the City shall constitute formation of the Contract

2. 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 Contractor 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.

3. CONTRACTOR ELIGIBILITY

- (a) Contractors must meet the City's requirements for experience. The City will disqualify any Contractor who cannot provide the following, when requested by the City:
 - i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
 - ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
 - iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources, including Sub-Contractors, to satisfactorily complete the Contract.

- (b) The City reserves the right to investigate and evaluate the experience, capability, safety, quality, registration and financial position of any Contractor prior to an award of a Contract. The City reserves the right to reject any Contractor or Tender in its sole discretion, based on the information obtained.
- (c) This Tender is made by the Contractor without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Tender for the same Equipment or Services, and is in all respects fair and without collusion or fraud.

4. INSURANCE / INDEMNIFICATION

The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the City with evidence of:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000.00 per occurrence / \$5,000,000.00 annual aggregate for any negligent acts or omissions by the bidder relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employer's liability; tenant's legal liability; cross liability and severability of interest clause

Such insurance shall add the Corporation of the City of Clarence-Rockland as Additional Insured subject to a waiver of subrogation with respect to the operations of the bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.

The bidder shall provide evidence of WSIB or its equivalent.

Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the bidder and the City shall bear no cost towards such deductible.

The bidder is responsible to keep their property / assets insured - failure to do so shall not impose any liability on the City.

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

The bidder shall provide the City with a certificate of insurance in compliance with the

insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled, materially changed or lapsed unless the Insurer notifies the City in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company licensed to carry on business in Ontario which are, in all respects, acceptable to the City.

Indemnification:

The successful bidder shall defend, indemnify and save harmless the Corporation of the City of Clarence-Rockland, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence acts, errors, omissions, whether willful or otherwise by bidder, their officers, employees, agents, or others who the bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the bidder in accordance with this agreement and shall survive this agreement.

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.

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.

***A letter from the respondents Insurance Company must accompany the bid confirming that if the respondent is successful that they can provide insurance as outlined in the RFT. If the letter is not included in the response, the bid may be rejected.**

5. 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.

6. WORKPLACE SAFETY INSURANCE BOARD CERTIFICATE

- (a) A certificate from the Workplace Safety Insurance Board (WSIB) shall be provided prior to the commencement of work indicating all payments by the company to the WSIB in conjunction with the Contract have been made, and that the City will not be liable to the WSIB for future payments in connection with the Contractor's fulfilment of the Contract.
- (b) The Contractor shall file a "Certificate of Clearance" from the WSIB prior to commencing the Contract. Clearance certificates should be renewed every sixty (60) days (minimum) during the term of the Contract.
- (c) The City shall have the right to retain, out of any monies payable by the City to the Contractor under this Contract, the total amount from time to time outstanding of all damage claims by third parties arising out of this Contract which have not been settled by the Contractor or its insurers. For the purposes of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained once the claim has been fully investigated by the WSIB.
- (d) Independent operators (single owner/operators) will be considered for these requirements. As such these operators may be exempt from providing a WSIB Certificate of Clearance.
- (e) However, independent operators will be required to submit a letter from WSIB containing the Independent Operator Identification number issued by the Board. As well, in lieu of a WSIB Certificate of Clearance, independent operators must provide proof that they are covered by a long-term disability insurance policy.

7. OCCUPATIONAL HEALTH & SAFETY ACT/ENVIRONMENTAL PROTECTION ACT

- (a) Should the provisions of the Occupational Health and Safety Act, apply to the work to be completed under a Contract resulting from this RFT, a contravention of the Occupational Health and Safety Act by the Contractor, subcontractor or Contractor may be considered a breach of this Contract.
- (b) The Contractor shall "take every precaution reasonable in the circumstances" for the protection from injury of City employees, occupants of the site, the general public and workers.
- (c) The Contractor shall provide, erect, and maintain required barricades, warning signs, guard-rails, and light guards in accordance with applicable regulations.

- (d) Except as specified in the Contract, the Contractor will ensure that no additional signs are erected unless approved by the City.
- (e) The Contractor shall remove debris, packaging and waste materials frequently, as directed by the City. The Contractor shall remove from the site and legally dispose of rubbish, waste materials, and any form of hazardous waste (as defined in regulations passed pursuant to the Environmental Protection Act).
- (f) Dust and dirt shall be kept to an acceptable level, as directed by the City. The Contractor shall cover or wet down dry materials and rubbish to prevent blowing dust and debris.
- (g) While on the premises, all hazardous chemical waste shall be properly identified and stored so as not to pose a safety or health hazard to City employees, occupants of the site or the general public.

8. STORAGE AND DISPENSING EQUIPMENT

Where storage and/or dispensing equipment is required for proper handling and storage of delivered Equipment, such Equipment is provided and owned by the City.

9. CHARACTER OF WORKERS

- (a) The reference to "workers" refers to workers of the Contractor and its sub-contractors (if any), and includes Corporate Officers.
- (b) The Contractor agrees to employ only orderly, competent, and skilful workers. Whenever the City informs the Contractor in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the Contractor will ensure that the worker in question is removed from the work and shall not be further employed on the Contract without the City's written consent.
- (c) 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.
- (d) 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.

10. PROJECT SITE WORKING CONDITIONS

- (a) It is the Contractor’s responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.
- (b) Details of the site visit, if applicable, are provided in the Information for Contractors - Summary Sheet provided at the front of the RFT. Contractors not attending mandatory site meetings will be disqualified from the bidding process. Tenders received from disqualified Contractors will be returned unopened.

11. CARE AND HANDLING

- (a) The Contractor will assume full responsibility for the safe handling and delivery of materials, in accordance with the Transportation of Dangerous Goods Act the Occupational Health and Safety Act including amendments (WHMIS), and any other municipal, provincial or federal legislation applicable during the term of this Contract.
- (b) Prior to commencement of the work the Contractor shall provide a list of products controlled under WHMIS which he expects to supply on this Contract. The Contractor will provide Safety Data Sheets (S.D.S.) to the City prior to Contract commencement.
- (c) The Contractor(s) shall be aware of and conform to all governing regulations, including those established by the City, related to employee health and safety. The Contractor shall keep employees and sub-contractors informed of such regulations. The Contractor will be responsible for obtaining Workplace Safety and Health Policy and adhere to the policy, including the dress code for on-the-job safety.

12. PATENTS AND COPYRIGHTS

- (a) The Contractor shall, at its sole expense, defend all claims, actions or proceedings against the City based on any allegations that the Equipment (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the City all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the City in this regard.
- (b) The Contractor shall pay all royalties and patent license fees required for the Equipment.
- (c) If the Equipment (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the Contractor shall either secure for the City the right to continue using the Equipment or shall, at the Contractor’s sole expense, replace the infringing Equipment with non-infringing Equipment or modify it so that the Equipment no longer infringes.



13. ERRORS AND OMISSIONS OF THE CONTRACTOR

Errors, mistakes, or omissions made by the Contractor, its agents, employees, or workmen shall be rectified by the Contractor at its sole expense.

14. EQUIVALENCIES

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

Substitutions or Alternatives

- I. The Contract will be based on the content of the Contracting Documents.
- II. Within the Specifications Certain Products or work methods may be referenced by a Manufacturer brand, a common trade name or common work practice. Where such references are made these are to convey to Bidders the City's minimum standard (or benchmark) of acceptable Work. Proposed equivalent Products, meaning from another Manufacturer, or, proposed alternative work methods may be considered by the City as acceptable equivalents, provided that the technical properties of the Product substitutions or the outcome of the proposed alternative work method can be demonstrated as being equivalent to those set forth in the Contract Document Specifications. Moreover, where substantive compliance of the Evaluation Method can be demonstrated, substitute Products or alternative methods will be accepted by the City.
- III. In the event that, prior to closing of Tenders, a Bidder wishes to tender based on a substitute Product or alternative work method to those described in the Contract Documents, a consideration request must be submitted to the City in writing. Substitution requests should be submitted at least ten (10) calendar days prior to the Tender Closing Date. The City is not obligated to respond to a substitute consideration request received after this time period has elapsed.
- IV. The consideration request shall include the following:
 - a) A description of the proposed Product substitution or alternative work method;
 - b) A direct comparison between the Product or method referenced in the Contract Documents and the proposed substitute Product or alternative work method;
- V. In the event, that the City deems the information provided with the request for approval of a substitution to be inadequate the request will be rejected.
- VI. Approval of substitutions of Products or alternative methods will be signified by the issue of an addendum.
- VII. It remains the sole prerogative of the City, to determine the acceptability of Products offered as equivalents to those benchmarked in this RFT, as well as to determine whether any deviation from the City's Specifications, which is inherent in a Product offered as an equivalent to a benchmarked Product, is material enough such to affect Product and/or Equipment performance.

- VIII. The approval or rejection of a proposed equivalent will be made after the Tender Closing Date during the evaluation of the bid at the sole discretion of the City. Should the proposed equivalent be rejected by the City, the bid will be deemed non-compliant and will not be considered for contract award. To mitigate this risk, bidders are permitted to submit two separate bids, one based on the use of the material, product, system or brand name specified in the Specifications and one based on the use of a proposed equivalent

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.

15. QUANTITIES

- (a) Unless otherwise specified in this RFT, quantities shown are approximate and furnished without liability on behalf of the City. Quantities are supplied for the guidance of the Contractors only and are not to be considered as minimum or maximum quantities.
- (b) Unless otherwise stated, payment will be by the unit complete at the Tender price on the actual quantities deemed acceptable by the City.

16. TERMS OF PAYMENT

- (a) Unless alternate payment terms are specified in the Specifications attached to this RFT, the City will accept billing for 100 percent of the actual value of each element of the Equipment provided or Services performed in each month and accepted by the City. Invoices will be payable by the City 30 days after they are received. Where required by the Construction Act, appropriate monies may be held back until 60 days after successful provision of the Equipment or completion of the Services, as the case may be. Holdback releases are dependent upon the Contractor completing the Statutory Declaration and placing of an advertisement as required under the Construction Act.
- (b) Payments made by the City, including final payment, shall not relieve the Contractor from its obligations or liabilities under the Contract.
- (c) Contractors must note that payments will be made in accordance with the authorized prices and upset limit (estimate) outlined on the purchase order. No other payments will be made without prior express, written justification to and authorization by Purchasing Services.
- (d) Acceptance by the Contractor of the final payment shall constitute a waiver of claims by the Contractor against the City, except those previously made in writing in accordance with the Contract and still unsettled.
- (e) The City shall have the right to withhold from any sum otherwise payable to the Contractor any amount sufficient to remedy any defect or deficiency in the Equipment, pending correction of the deficiencies or any amount sufficient to satisfy any claim the City has against the Contractor resulting from a previous Contract, a legal proceeding or unpaid accounts, including property or business taxes.

- (f) Contractors are advised that the City has implemented a Pcard (Procurement/Purchasing Card) system for its small dollar acquisitions. Although this Contract will be implemented as a systems Contract, users (City staff) may require the ability to pick up goods needed immediately from the closest available location and would “release” off the City Contract by means of the Pcard. The Contractor must ensure that any City acquisitions made with a Pcard are charged at the quoted prices.

17. INVOICE REQUIREMENTS

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

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

The City of Clarence-Rockland also accepts electronic invoicing from Contractors. Invoices must be provided in PDF format and sent directly to Accounts Payable at;

AP@Clarence-Rockland.com

HOLD BACK: The City of Clarence-Rockland reserves the right to retain a hold-back of ten (10) percent of the total amount due on this contract for sixty (60) days past completion as security against a construction lien or other claims.

Holdback Improvements to City lands or buildings valued at more than \$10,000 will have a 10%* payment hold back in effect for 60 days. This will be released upon confirmation that no liens related to the work have been registered against the City.

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

18. UNPAID ACCOUNTS

The Contractor must indemnify the City from all claims arising out of unpaid accounts relating to the Equipment and/or Services. The City shall have the right at any time to require satisfactory evidence that the Equipment in respect of which any payment has been made or is to be made by the City is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

19. CHANGES IN THE EQUIPMENT OR SERVICES

The City may, without invalidating the Contract, direct the Contractor to make changes to the Equipment or Services. When a change causes an increase or decrease in the Equipment or Services, the Contract price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the City and Contractor. All changes must be in writing.

20. NON-PERFORMANCE

- (a) The City reserves the right to determine, in its sole and unfettered discretion, non-performance of the Contract, including the level of quality of Equipment or Services provided and further reserves the right to cancel any or all of the Contract if the Contractor fails to correct deficiencies upon thirty (30) days written notice. The City's evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- (b) In the event that the Contractor fails or neglects to comply with any condition set out in the Contract, the Contract may be unconditionally cancelled by the City without notice.
- (c) The City reserves the right to disqualify, for an indeterminate period (minimum two (2) years), the name of any Contractor for breach of the terms and conditions of this RFT or for unsatisfactory performance of the Contract. This disqualification will apply to the terminated Contractor as the Contractor or Proponent on future quotations, tenders or requests for proposal or as a sub-trade to a Contractor or Contractor on future competitions (quotations, tenders, or proposals) issued by the City. The City also reserves the right to publish the names of all disqualified Contractors in any future quotation, tender or requests for proposal.

21. PRICING (TERM OF AGREEMENT)

- (a) The Contract term and the pricing shall be as shown in the Information for Contractors - Summary Sheet provided at the front of this RFT.
- (b) Contractors must state a maximum percentage increase for any subsequent years specified for this Contract on the Schedule of Prices attached to this RFT. Ninety (90) days prior to the anniversary date of the Contract, the Contractor(s) must provide a written submission of any proposed price increases for the following year of the Tender (not to exceed the maximum percentage increase bid on the Tender submission). A basis for the proposed price increase must be provided. The City will assume that all prices or annual renewal periods will remain unchanged if not advised by the Contractor within the frame indicated above. Renewal will be subject to Contractors providing revised Certificates of Insurance and WSIB Certificates of Clearance.
- (c) If applicable, the City will issue a blanket purchase order to cover its requirements, against which releases will be made directly by various departments or agencies of the City.
- (d) It will be the responsibility of the Contractor to maintain a suitable stock of materials for prompt delivery when required and to satisfy them that individuals releasing and/or picking up material are in fact City employees.
- (e) Prices bid must include all incidental costs and the Contractor must be satisfied as to the full requirements of the RFT. No claims for extra work or

Equipment or Services will be entertained and any additional Equipment or Services must be authorized in writing prior to commencement. Should the Contractor require more information or clarification on any point, it must be obtained prior to the submission of the Tender.

- (f) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any Equipment or Services, prior to delivery or completion of the Equipment or Services, the appropriate increase or decrease in the price of the Equipment or Services, shall be made to compensate for the change as of the effective date. For information regarding the General Transitional Rules for Ontario HST, refer to the Ontario Ministry of Revenue website at www.rev.gov.on.ca
- (g) The Contractor shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the City harmless in this regard.
- (h) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the Equipment or Services save and except the Goods and Services Tax and the Provincial Sales Tax, which are extra where applicable.
- (i) The unit price prevails in cases of discrepancies between unit prices and extensions. The City will make all necessary corrections to any Tender that is in error through addition or extension; the corrected value prevailing, and all Contractors shall be bound by such corrections. Where there are obvious errors such as incorrect extensions or misplaced decimals, these will be corrected and all Contractors shall be bound by such corrections.

22. UNIT PRICES

Bid prices shall be F.O.B. delivered. Unit prices shall be firm and shall include all federal excise tax, duty, freight and shall be subject to Goods and Services Tax, Provincial Sales Tax or Harmonized Sales Tax, when applicable. Applicable taxes shall be shown in the spaces provided on the Tender form.

23. DISCLOSURE

- (a) Total bid prices will only be made available if provided to City Council in a public report.
- (b) Submissions of Tenders as a result of this RFT are in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- (c) Release of information contained in the Tenders may be requested by anyone under the MFIPPA. Consideration will be given to Proposals that contain either a trade secret or information that if disclosed would result in harm to the Contractor. This would include scientific, technical, financial or labour relations information.

- (d) All requests for information must be made in writing and submitted, along with the applicable fee to the City's Freedom of Information Officer, City Clerk Services.
- (e) To prevent the release of information the Contractor must state that the Tender is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

24. ADDENDUM / ADDENDA

- (a) 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.
- (b) N.B. It is the responsibility of the Contractor to check the Merx Web Site or the City Web site for any possible addenda.
- (c) Contractors will be allowed the opportunity to acknowledge Addendum / Addenda 48 hours after the closing date and time.
- (d) Contractors will not be allowed to alter their submission in any way after the closing date and time has elapsed.
- (e) Contractors 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.

25. WITHDRAWAL OR AMENDING OF TENDERS

- (a) If, after submission of a Tender, a Contractor receives an addendum issued by the City, and the addendum content does not alter the original submission of that Tender, the Contractor shall sign the addendum and deliver it to the City's Purchasing Services Branch
- (b) If the Contractor submits addenda in accordance with the terms of Item 24(a) above, in an envelope, the envelope should include the following information: Contractor's name (or company name under which the original Tender was submitted), the appropriate competition document reference, the addendum number, and the closing date.
- (c) If after submission of a Tender, a Contractor receives an addendum issued by the City, and the information contained in the addendum does alter the original submission of the Contractor, the Contractor shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- (d) A Contractor who has already submitted a Tender may submit a further Tender at any time up to the deadline for submission. The last Tender

received shall supersede and invalidate all Tenders previously submitted by that Contractor for this RFT.

- (e) A Contractor who has submitted a Tender may request that its Tender be withdrawn. (Adjustments or corrections to a Tender submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the City's Manager of Purchasing by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the City's Purchasing By-law. Any request to withdraw a Tender must be made by a person having signing authority within the firm involved.

26. CONTRACT CANCELLATION

- (a) The City shall have the right to cancel any uncompleted or unperformed portion of the Equipment or Services or part of them. In the event of such cancellation, the City and the Contractor shall negotiate a settlement.
- (b) The City shall not be liable to the Contractor for loss of anticipated profit on the cancelled portion or portions of the Contract. In the event that the Contractor fails or neglects to comply with any condition outlined in the Contract, the Contract may be unconditionally cancelled by the City without notice.

27. LAWS AND REGULATIONS

The Contractor shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the Contract and its performance. The Contractor shall be responsible for ensuring similar compliance by its Contractors and subcontractors. The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

28. ENVIRONMENTAL CONCERNS

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, the Contractor will ensure that wherever possible, specifications are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the products or services. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

29. DEFAULT BY CONTRACTOR

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

- (b) If the Contractor: fails to comply with any request, instruction or order of the City; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the Equipment or Services; or fails to prosecute the Equipment or Services with skill and diligence; or purports to assign or sublet the Contract or a portion of it without the City's written consent; or refuses to correct defective Equipment or Services; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract; then, in any such case, the City may, upon expiration of ten days from the date of written notice to the Contractor, terminate the Contract.
- (c) Any termination of the Contract by the City, as mentioned in b) above, shall be without prejudice to any other rights or remedies the City may have.
- (d) If the City terminates the Contract, it is entitled to:
 - i. withhold any further payment to the Contractor until the completion of the Equipment or Services and the expiry of all obligations under the Contract; and
 - ii. recover from the Contractor any loss, damage and expense incurred by the City by reason of the Contractor's default (which may be deducted from any monies due or becoming due to the Contractor).

30. SAMPLES

Samples, when required, must be submitted strictly in accordance with the instructions. If samples are requested after opening of Tenders, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the Contractor's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the City shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Contractor from its obligations under the Contract.

31. ELECTRICAL SAFETY AUTHORITY

In accordance with the Electrical Safety Authority (ESA) regulations on the Continuous Safety Services (CSS) Program, all Contractors providing services at any City of Clarence-Rockland location involving any degree of electrical connections(s) must:

- (a) Enter all electrical work into a log book (for "routine" work at facilities on the CSS program); and/or
- (b) Apply for and receive a Certificate of Inspection, prior to energizing any electrical work (for "substantial" work at facilities on the CSS program, or any work performed at any City location NOT on the CSS program).

32. ERRORS, OMISSIONS IN THE CITY DOCUMENTS

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

33. ONTARIANS WITH DISABILITIES ACT, 2001

The Corporation of the City of Clarence-Rockland is committed to proactively addressing accessibility issues and the development of strategic actions to remove, where possible, and prevent barriers to access for people with disabilities.

On September 29, 2003 the City implemented a Corporate Accessibility Plan pursuant to the Ontarians with Disabilities Act, 2001 requiring, in part, that the City when deciding to purchase goods or services shall have regard to the accessibility for persons with disabilities to the goods or services.

The City is committed to accessibility principles and to complying with all relevant provincial statutes and regulations enacted thereunder, with particular regard to but not limited to the Ontarians with Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time as well as all successor and other accessibility-related legislation.

34. ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE FOR CONTRACTED SERVICES

Ontario's first accessibility standard, Ontario Regulation 429/07, "Accessibility Standards for Customer Service", came into effect on January 1, 2008. The standard states what businesses and other organizations in Ontario, including The Corporation of the City of Clarence-Rockland, must do to make the provision of their goods and services more accessible to people with disabilities. You can review Ontario Regulation 429/07 at www.e-laws.gov.on.ca.

So, pursuant to the requirements of Ontario Regulation 429/07, all employees, agents, volunteers and others who deal with members of the public or other third parties on the City's behalf or who participate in developing the City's policies, practices and procedures governing the provision of goods and services to members of the public or other third parties must receive training about the provision of goods and services to persons with disabilities.

This training must include a review of the purposes of the Act and the requirements of Ontario Regulation 429/07 as well as instruction about the following:

How to interact and communicate with persons with various types of disability;

How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support person;

How to use equipment or devices available on the City's premises or otherwise provided by the City that may help with the provision of goods or services to a person with a disability; and

What to do if a person with a particular type of disability is having difficulty accessing the City's goods or services.

All successful Contractors must ensure compliance with Ontario Regulation 429/07. This means that, as a person or business that deals with the public or other third parties on behalf of the City, you or your business must train all of your employees, agents and volunteers who work on City property or at City facilities. Training must also be provided by you to other employees, i.e. consultants, who participate in developing the City's policies, practices and procedures governing the provision of goods or services to members of the public or other third parties.

This training must be provided by you to each employee, agent or volunteer as soon as possible after he or she is assigned to work on City property or at a City facility. As well, training must be provided on an ongoing basis to ensure compliance with amendments to the legislation.

The City reserves the right to inspect the successful Contractor's records of training, which must describe its training policy and summarize the training, including to whom the training has been given and when the training was given. The City also reserves the right to require the Contractor to amend its training policies, practices and procedures if the City deems the training not to be in compliance with the requirements of Ontario Regulation 429/07.

35. DESIGN AND DEVELOPMENT PROHIBITIONS

Contractors, potential Contractors and consulting firms shall not be requested to expend time, money, or effort, for the design or development of specifications or otherwise help define a requirement beyond the normal level of service expected. Should such extraordinary services be required, the Manager, Purchasing Services will be advised. If there is no alternative but to request such extraordinary services, the firm providing same, shall be compensated at a pre-determined fee. The resulting specifications shall become the property of the City for use in obtaining competitive bids. Contractors or Consultants who provide Design Services and/or specifications for work to be tendered or quoted shall not be permitted to submit a bid for said work.

36. TAX ARREARS

Firms/individuals having tax arrears exceeding \$10,000 will not be contracted by the City for any new business. Payments owing to firms/individuals with existing contracts, having tax arrears exceeding \$10,000, will be applied to the outstanding taxes and not forwarded to the firm/individual until all outstanding taxes have been fully paid.

37. WITHDRAWAL OF BIDS

A Contractor 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 1:59:59 p.m. 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 Contractor.

38. 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 Contractor.

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 Contractor.

39. BID IRREGULARITIES

This list of irregularities should not be considered all-inclusive. City staff and/or the Town Clerk in consultation with the requisitioning department will review minor irregularities not listed and acting in consensus shall have authority to waive other irregularities or grant two (2) business days to initial such irregularities.

Where, at the request of the City, a Bidder has been given two (2) business days to correct an irregularity and the Bidder fails to make such correction within that time period, the Bidder shall be deemed non-compliant and the Bid rejected without further consideration.

For the purpose of this document, the following shall apply:

- a) Bidder(s) shall also mean Proponent(s)
- b) Bid(s) shall also mean Proposal(s)
- c) Bid Form shall also mean Form of Proposal

Item	Irregularity	Response
1	Late bids	Automatic rejection, returned unopened to bidder
2	Bids received in an unsealed envelope	Automatic rejection
3	Bid submitted in a form other than the original Bid Form provided	Automatic rejection, unless in the opinion of the City the information provided is complete and it is not a financial schedule that has been submitted in a form other than the original Bid Form provided
4	Bid Form not signed or witnessed	Automatic rejection
	Bid Form signed by an authority to bind the company, but not witnessed	Upon notification, two (2) business days to seal or witness or bid shall be rejected
	Bid Form witnessed, but not signed by an authority to bind the company	Upon notification, two (2) business days to sign or bid shall be rejected
5	Incomplete Bid	Automatic rejection, unless:
		a) the competitive bid opportunity state that partial bids are acceptable, and the bid is complete in respect to the portion of the scope of work or deliverable(s) bid on; or
		b) in the opinion of the City, the omission is of a minor nature and is remedied by the bidder within two (2) business days of notification. Incomplete pricing shall not be considered minor in nature and shall result in automatic rejection, with the exception of the irregularities stated in accordance with Item 6 and 7
6	If a unit price has been provided but the corresponding extended total has been omitted	The extended total will be calculated from the unit price and the quantity specified, by the Owner
7	If an extended total has been provided but the corresponding unit price has been omitted.	The unit price will be calculated from the extended total and the quantity specified, by the Owner
8	Mathematical errors which are not consistent with the Unit Price, such as tax calculation errors	Upon notification, two (2) business days to correct or bid shall be rejected
9	Unit Price, which has been changed, not initialled but the corresponding extension is consistent with the amended Unit Price	Upon notification, two (2) business days to initial or bid shall be rejected
10	Unit price, which has been changed, not initialled and the corresponding extension is not consistent with the amended Unit Price	Automatic rejection
11	Transfer of an amount from one part of the submission to another is incorrect or incomplete	Upon notification, two (2) business days to correct or Bid shall be rejected

12	Bid Bond, in the form, amount and irrevocability outlined in the Contract documents, not submitted	Automatic rejection, unless the Bid Bond submitted is in excess of the competitive bid document requirements
13	Bid Bond not signed or sealed, as applicable	Automatic rejection
14	Bids not completed in ink or typed format	Automatic rejection
15	Alterations, additions, deletions or qualifying statements made to or provided with the Bid Form	Automatic rejection, unless in the opinion of the City the statements provided do not qualify any pricing but are included for clarity purposes
16	Strikeouts, erasures, whiteouts or overwrites made to the Bid Form that are not initialled	Automatic rejection, unless in the opinion of the City, the failure to initial is minor in nature and is capable of being remedied; upon notification, bidders shall have two (2) business days to initial or the bid shall be rejected. Un-initialled alterations to pricing shall be dealt with in accordance with Items 8, 9 and 10
17	Failure to have a representative in attendance and registered at a mandatory site visit	Automatic rejection
18	Bidder has not been previously prequalified under a related prequalification process, where applicable	Automatic rejection
19	Addenda have not been acknowledged:	
	a) which have financial implications	Automatic rejection
	b) which have informational content	Two (2) business days to acknowledge or bid shall be rejected

40. 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.

41. AWARD

The lowest or any Bid shall not necessarily be accepted.

Award of this Bid shall be as recommended by the designated City of Clarence-Rockland Department in conjunction with Procurement Services, and as approved by Council (if applicable), and conveyed as a PO by Procurement Services to the successful contractor or an executed agreement which has been signed by the City and the successful contractor.

Consideration for Award shall only be undertaken in relation to Contractors 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:

- ii. 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;
- iii. Cancel this Call for Bids at any time, either before or after the Closing Date and Time;
- iv. 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
- v. Accept or reject any and all Bids, whether in whole or in part;
- vi. With the exception of Part 1, Instructions to Contractors, waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Bid Form or Bid submission;
- vii. Award any part of any Bid;
- viii. Accept or reject any unbalanced, irregular, or informal Bids; or
- ix. Reject any Contractor who is involved in litigation with The Corporation of the City of Clarence-Rockland.

42. 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 Contractor;
- iv. The manner in which the Contractor provides services to others;
- v. The experience and qualification of the Contractor's senior management, and project management;
- vi. The compliance of the Contractor with the Owner's requirements and specifications; or
- vii. Contractors with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Contractor 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 Contractor. By submitting a Bid, the Contractor 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 Contractor, whether such right or cause of action arises in contract, negligence, or otherwise.

43. TIE BREAK

If two Bids in response to a Tender or Request for Quotation are found to be equal in price, quality and service, the successful Bidder shall be chosen by "flip of a coin". This action shall be taken in the presence of both low Bidders. If more than two Bidders are equal in all three areas - price, quality, service - the determination of the successful Bidder shall be established in the presence of the low Bidders by Lot (drawing a name from a container).

44. VERIFICATION OF SAFETY PERFORMANCE

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

45. LIQUIDATED DAMAGES DUE TO LATE DELIVERY

The Contractor shall complete this Contract in its entirety by August 27, 2021.

If this limit above specified is not sufficient to permit completion of the work by the Contractor working a normal number of hours each day or week on a single day-light shift basis, it is expected that additional and/or augmented day-light shifts

will be required throughout the life of the Contract to the extent deemed necessary by the Contractor to ensure that the work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of work and no additional compensation will be allowed therefore.

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

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

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

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

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

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

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

46. **DECLARATION OF AN EMERGENCY - NO DAMAGES**

1. The Respondents acknowledge that at the time of the release of this bid call document, the Province of Ontario has declared an emergency pursuant to Order in Council 518/2020 (Ontario Regulation 50/20) and section 7.0.1 of the Emergency Management and Civil Protection Act, R.S.O. 1990, chapter E.9 (the "Act") in response to the outbreak of the Coronavirus disease ("Covid-19");

2. The Respondents expressly agree that under no circumstance will the Municipality, its members, employees, officers or agents be liable to the respondents for any indirect, incidental, special or consequential damages, expenses, costs (including cost of labour or materials), liability, loss or damage, whatsoever, including loss of anticipated profits, loss of opportunity, loss revenue, or any other commercial or economic loss, or for any delay or termination of the contract whether arising in tort, statute, equity, contract, common law, or negligence or any other cause of action that is in any way related to Covid-19:

3. The Respondents acknowledge that the Municipality, in its sole discretion, may direct the contractor to delay or cease its work under the contract at any time for any reason that is in any way related to Covid-19:

4. The Respondents further acknowledge and agree that the Municipality, in its sole discretion, may amend the timelines established in this bid call document at any time and without prior written notice to the respondents: and

5. The Respondents agree, acknowledge and confirm that the limitations of liability and damages set out in this section are fair and reasonable in the commercial circumstances of this Agreement and that the Municipality would not have entered into this Agreement but for the respondent's agreement to limit the Municipality's liability in the manner, and to the extent, provided herein.

47. **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.

48. LICENCES AND PERMITS

The successful Contractor 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.

49. EVIDENCE OF QUALITY

It is the Contractor's responsibility to prove their product/service quality meets the City of Clarence-Rockland's requirements and Contractors 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.

50. LABOUR DISPUTES

The obligations of the successful Contractor 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.

51. GUARANTEED MAINTENANCE AND WARRANTY

56.1 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.

56.2 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.

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

52. **CONTRACTOR PERFORMANCE**

- a) 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.
- b) 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.
- c) A Contractor who scores a failing grade (<49) 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.
- d) At the outset of a project, the City shall institute a performance evaluation process in all contracts.
- e) 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.
- f) 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
- g) 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.

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

53. NON-RESIDENTS

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

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

54. 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.

55. 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 Contractor and the City.

56. 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 Contractors will be disclosed in accordance to our Procurement By-law.

Contractors 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 Contractor believes any part of its Bid Submission reveals any trade secret of the Contractor, any intellectual property right, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the Contractor and if the Contractor 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.

57. 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.

58. SKID AND DRUM DEPOSITS

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

59. CONTRACTOR'S CONDUCT AND CONFLICTS OF INTEREST

- a) The City expects its Contractors to act with integrity and conduct business in an ethical manner. The City may refuse to do business with any Contractor that:
 - i. has engaged in illegal or unethical bidding practices;
 - ii. has an actual or potential conflict of interest;
 - iii. has an unfair advantage in the procurement process; or
 - iv. fails to adhere to ethical business practices.
- b) 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.
- c) 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 Contractor that is directly or indirectly affiliated with or related to the Contractor.
- d) 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.
- e) 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.

- f) Where a Contractor is retained to participate in the development of a solicitation document or the specifications for inclusion in a solicitation document, that Contractor will not be allowed to respond, directly or indirectly, to that solicitation document.
- g) Illegal or unethical bidding practices include:
 - i. bid-rigging, price-fixing, bribery or collusion or other behaviours or practices prohibited by federal or provincial statutes;
 - ii. 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;
 - iii. lobbying members of Council or City officers and employees or engaging in any prohibited communications during a procurement process;
 - iv. submitting inaccurate or misleading information in response to a procurement opportunity; and
 - v. engaging in any other activity that compromises the City's ability to run a fair procurement process.

60. CONTRACT AND CONTRACTOR REQUIREMENTS

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

- a) Shall **perform** the contract in accordance with the specifications, terms and conditions under which it is awarded.
- b) Shall use due care that no person is injured and that no property is damaged in the performance of the work.
- c) Shall not, except with the consent of the City in writing, release information relating to any subsequent order for **advertising**, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the City be used for, or in connection with, any advertising or promotional purpose of the Contractor.
- d) Contractors are to treat information gained while working with the City confidentially and not use it for any other project and return it to the City if requested with no copies to be retained.,
- e) Shall provide a complete list of all controlled products, hazardous materials, products containing hazardous materials, and all biological or chemical agents or devices or equipment producing or emitting a physical agent and any substance, compound, product or physical agent that is deemed to be, or contains, a designated substance as defined under the Act and the Regulations, which will be supplied or used in the work, before commencing. The Contractor/contractor shall provide appropriate information and Material Safety Data Sheets, where required, with the shipment

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

61. 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 Contractor 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 Contractor. Such contracts would either use same unit rates as set out in the Contract or as would be negotiated with the Successful Contractor.

62. 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.

ITEM NO. 1 - SITE WORK, INCLUDING MOBILIZATION AND DEMOBILIZATION

O.P.S.D. 491

General

The following work, activities and costs shall be included under this Item:

- Bonds, administration and supervisory costs.
- Mobilization and demobilization of equipment material and Contractor's forces.
- Schedules and cash flow forecasts.
- Site preparation for work.
- Costs of all necessary approvals and permits as applicable.
- Cost of building construction depot (laydown area) in a location acceptable to Owner.
- All costs associated with locates, protection or temporary relocation and reinstallation of utilities, if applicable and not specified in other areas of the contract.
- Installation of temporary barricades, hoarding, fencing and other protection required.
- Cost of supplying and maintenance of adequate sanitary facilities.
- Scaffolding and other required access to perform the work, if not specified in other areas of the contract.
- Costs associated with submission of shop drawings, rebar schedules, product submissions, etc., including engineering and QVE.
- Cost of advertising of Substantial Completion in Daily Commercial News.
- Costs associated with access to private properties as required and obtaining written release from the affected property Owners. Copy to be submitted to the engineer.
- Maintaining and reinstatement of existing road signs, mailboxes, etc.
- All costs of any incidental work not specifically mentioned in the Contract Documents but required by virtue of the work.
- All costs associated with required environmental protection measures not specified elsewhere in the Contract.
- Contractor's office.
- Fencing of the Work area.
- Cost of reinstating to their original conditions the Contractor's laydown areas and office sites.
- All costs associated with preparation of as-built drawings (red line hard copy markups).
- All costs associated with field surveying as specified in the Contract Documents and as required in order to properly layout and complete the work.

The Contractor shall submit a detailed Work Schedule and, if requested, a Projected Monthly Cash Flow Forecast to the Engineer or City Representative at the Pre-Construction Meeting.

The Projected Monthly Cash Flow Forecast shall indicate the projected cost of the work to be completed in each calendar month of the Contract term, and shall be based on the Contract prices and be consistent with the Detailed Work Schedule.

The Contractor is advised that no additional payment will be made for any repeated mobilization and demobilization for any of the construction activities covered by this Contract; interrupted by weather or by any other construction activity included in any part of this Contract.

Measurement of Payment

Payment for this lump sum Item will be prorated over the scheduled duration of the Contract per the approved schedule. No payment will be made whatsoever for any measures as may be required due to failure of Contractor to attain specified Contract completion date; all such costs will be borne by the Contractor

Basis for Payment

Payment at the Contract lump sum price for the Item "Sitework, including Mobilization and Demobilization" shall be full compensation for all labour, materials and equipment required to complete the work. Contractor shall bear all immediate, subsequent and consequential costs associated with change in the schedule, staging, and methodology of the work

ITEM NO. 2 - TRAFIC CONTROL

S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

1. Two-way traffic shall be maintained at all times. Traffic control measures to be implemented accordingly.
2. Traffic signage shall be in accordance with Ontario Traffic Manual Temporary Conditions Field Edition (Book 7).
3. At the end of each day, the site supervisor must patrol the entire site to ensure that all signage is in place and that there are no traffic hazards. The site supervisor shall maintain a daily traffic diary that records all traffic conditions that occurred each day. (ie. Location of closures, signage, etc.)
4. All construction equipment must be moved to a minimum of 3 metres from the edge of the pavement at the end of each day's work and protected with barrels or traffic cone
5. Ensure that access is available for emergency vehicles. All traffic control measures must comply with fire plan for vehicular traffic.
6. The contractor shall ensure that all garbage and recycling pickup is maintained. If the service vehicles are unable to access all collection locations, the contractor is responsible for relocating all garbage and recycling to a location where pick up is possible during the regular pickup times.
7. Excavation to be protected from traffic by placing Jersey barriers and delineators as required.
8. Access to all properties and businesses to be maintained at all times. Provide temporary means of access as required.
9. The contractor shall supply a "Detailed Traffic Plan" outlining the proposed traffic layout and controls.

Measurement of Payment

Measurement of payment will be based on a lump sum cost for all above noted work.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM NO. 3 - PRE-CONSTRUCTION SURVEY (PROVISIONAL)

General

1. The contractor shall retain a qualified firm to carry a pre-construction survey for existing homes, including exterior and interior inspection and submit it to the engineer. All damages, caused by vibrations etc., will be the responsibility of the contractor.

The retained firm shall be responsible to assess the necessary amplitude and boundaries of the pre-construction survey.

Measurement of Payment

Measurement of payment will be based on a lump sum cost for all above noted work.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM NO. 4 - EXCAVATION & GRADING

Spec. O.P.S.S. Form 180, 206, 510

Drawings Landry Street Asphalt Pathway Clarence-Creek, Ontario C1 and C2 S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

1. Excess materials, which include but are not limited to bituminous pavement, concrete, fabricated metal and plastic products, wood, masonry, pipes, surplus or unsuitable excavated earth and rock and other wastes that are not otherwise designated for salvage or reuse by the Owner, shall be managed in accordance with OPSS 180.
2. These excess materials shall be removed from the working area and properly transported and re-used or disposed off-site in accordance with all applicable legislation at the Contractor's sole expense. More specifically, the Contractor shall comply with the Environmental Protection Act, including Ontario Regulation 347/90 (as amended), and shall use appropriately licensed haulers and receivers for all waste transportation and disposal, as required.
3. This work shall include all labour, equipment and materials to carry out all earth excavation and grading to pre-grade elevations (i.e. bottom side of topsoil, granular, etc.) to the satisfaction of the Engineer or City Representative. This item includes roadway, driveway, and boulevard excavations, and grading and preparation for the placement of the specified granular, asphalt, concrete or imported topsoil."

Execution

1. Excavate ± 450 mm of Native Material under the pathway and swell shaping. Existing material is to be hauling to an appropriate site determined by the

Contractor and approved by the City. Some of existing top soil to be re-used as a fill with the approbation of the city representing.

Measurement of Payment

Measurement of payment will be based on a lump sum cost for all above noted work.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment, hauling off the site and material required to do the work.

ITEM NO. 5 - ASPHALT PATHWAY 50mm X 2.5m

Spec. O.P.S.S. Form 310, 311, 501, 1150;

Drawings Landry Street Asphalt Pathway Clarence-Creek, Ontario C1 and C2
S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

1. Supply, mix and place HL-3 (50mm) asphalt for pathway surfaces as indicated in the Contract Drawings.
2. Fine grading granular road base layers (granular A) is included under this these items.

Products

1. HL3 Asphalt as per O.P.S.S. 1150
2. AC- PG 58-34

Execution

1. Supply all labour and equipment necessary to fine grade 100mm or 150mm of granular "A" compacted to 98% SPD under all asphalt surfaces and otherwise prepare the granular road base to accept asphalt.
2. The contractor shall provide City with asphalt mix with RAP material in accordance with O.P.S.S. 310
3. All vertical surfaces, including asphalt sawcut, sidewalk faces, which are to be covered with hot mix asphalt, must be tack coated with an asphalt emulsion. All surfaces to be coated shall be thoroughly cleaned of any loose material.
4. Asphalt shall be placed in 50mm lift and compacted to 96% Marshall Density.

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality. Measurement shall be based on in on tonnes asphalt placed.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM NO. 6, 7 and 8 - Supply and Place Granular, "B" Granular "A" and Non-Woven Geotextile.

Spec. O.P.S.S. Form 102, 206, 314, 501, 502, 511,1010

Drawings Landry Street Asphalt Pathway Clarence-Creek, Ontario C1 and C2
S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

1. Supply and place Granular "A", "B" and Non-Woven Geotextile below GB.
2. The cost for the supply and application of water and calcium chloride for compaction and/or dust control shall be included in the unit prices bid for the granular items in this contract and applied as directed by the Engineer or City Representative.

Products

1. Granular "A" material shall be as per OPSS 1010
2. Granular "B" material shall be as per OPSS 1010, type II, quarry sources.
3. Non-Woven Geotextile shall be as per OPSS 1860

Execution

1. Granular "A" and "B" material shall be placed in the subgrade to achieve the profile and cross section indicated in the contract drawings.
2. Granular materials shall be compacted to 98% SPD and shall be placed in lifts not greater than 200 mm.
3. Supply and place water required for compaction purpose. Water shall not be added to the granular material prior to being weighed for measurement.

Measurement of Payment

Measurement is by the plan quantity and may be revised by adjusted plan quantity. Measurement shall be based on tonnes of granular placed or square meters for the item specified.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM NO. 9, 10, 11, 12 and 13 - Reinstatement of Driveways, Top Soil and Concrete Curb

Spec. OPSS.MUNI 311, 802, 804

Drawings Landry Street Asphalt Pathway Clarence-Creek, Ontario C1 and C2
S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

1. Include cost to reinstate the existing boulevards in the appropriate items. Boulevard reinstatement shall be in a state equal or better than before the contractor's activities.
2. Asphalt driveways shall be reinstated with granular 'A' and 50 mm of driveway mix specified, unless found otherwise.
3. Gravel driveways shall be reinstated with granular 'A', unless found otherwise.
4. Interlock driveways shall be reinstated as per OPSS 355 and it shall be the Contractor's responsibility to restore as per existing conditions. The existing interlock shall remain on-site and be re-used if possible. When judged unsuitable by the Engineer, interlock may be replaced. The required material and pricing should be approved by the City and the Engineer prior to commencement of work.
5. The Contractor shall supply all materials, forms, labour and equipment necessary to construct the curbs and walks described in the schedule of prices in accordance with the specifications and contract drawings.

6. The Contractor shall supply and place topsoil with hydroseeding in all disturbed areas and areas determined by the city to be within the contract limits.
7. Topsoil shall be placed to a minimum thickness of 150 mm in all areas outlined on contract drawings and determined on site by the city. Topsoil shall be compacted prior to the placement of the hydroseeding.
8. The seed shall be Commercial Grade. Placement of seed mechanically by hydroseeding Technique, as per O.P.S.S. 804.
9. Fertilizer shall be uniformly applied to all surfaces which are to be sodded at a rate of 5 kg of fertilizer per 100 m² of surface area, and shall be incorporated into surfaces by raking, disking or harrowing. Fertilizer shall be applied not more than 48 hours before sod is placed. Fertilizer is to be applied again the following spring to all sodded areas.

Measurement of Payment

Measurement is by the plan quantity and may be revised by adjusted plan quantity. Measurement shall be based on square meters for the item specified or will be based on a lump sum cost for all above noted work.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment, hauling off the site and material required to do the work.

ITEM NO. 14 and 15 - Removals

Spec. OPSS.510

Drawings Landry Street Asphalt Pathway Clarence-Creek, Ontario C1 and C2 S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

1. The Contractor will conduct proper execution of material removal in accordance with OPSS 510 standards.
2. Removed material shall be disposed as specified by the contract or indicated otherwise by the Engineer and City Representative unless found otherwise.
3. These excess materials shall be removed from the working area and properly transported and re-used or disposed off-site in accordance with all applicable legislation at the Contractor's sole expense.
4. Existing material is to be hauling to an appropriate site determined by the Contractor and approved by the City. Some of existing top soil to be re-used as a fill with the approbation of the city representing.

Measurement of Payment

Measurement of the area shall be in square metres for the items specified.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM NO. 16 - Replacement of Hydroseeding areas with Sod (Provisional)

Drawings Landry Street Asphalt Pathway Clarence-Creek, Ontario C1 and C2 S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

1. The contractor shall reinstate topsoil areas specified by the city representative with No.1 nursery sod. The contractor is responsible to maintain the sodded grass until such grass has grown to an adequate height to stimulate additional growth.

Measurement of Payment

Measurement of the area shall be in square metres for the items specified.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM NO. 17 - Pavement Marking (Provisional)

Drawings Landry Street Asphalt Pathway Clarence-Creek, Ontario C1 and C2 S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

The contractor shall provide professional 10cm wide solid white line on the outside of the asphalt pathway along the culvert guiderail.

Measurement of Payment

Measurement of payment will be based on a lump sum cost for all above noted work.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM NO. 18 and 19 - Catch Basins, Frame & Crate c/w Leads and Connections

Spec. O.P.S.S. Form 407

Drawings Landry Street Asphalt Pathway Clarence-Creek, Ontario C1 and C2 S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

1. The price for catch basins shall include all costs to replace or place structures, frame and cover and approved connection to the storm sewer. Catch basins shall be in accordance with the governing municipality's standards.
2. the Contractor shall provide all equipment, labour and material necessary to excavate, place compacted Class "B" bedding to connect and/or brake into existing manholes or pipes, provide bulkheads, place sewers and structures, backfill with compacted native material to road subgrade level or below topsoil level as per municipal standards and dispose of all excess excavated material as directed by the City Representative.
3. All pipe material shall be as noted on the Contract Drawings

Measurement of Payment

Measurement of payment will be based on a lump sum cost for all above noted work.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM NO. 20 and 21 - Storm Structure and Curb Stop Adjustment

Spec. O.P.S.S. Form 408, 441

Drawings Landry Street Asphalt Pathway Clarence-Creek, Ontario C1 and C2
S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

1. All catch basins, catch basin manholes, valve chambers and valve boxes shall be constructed to an elevation flush with final course asphalt when they lie within the proposed driving surface. Outside these areas, they will be constructed either to a given elevation, or to 150mm above existing ground.
2. In no case will spacers in excess of 400mm be accepted when adjusted to top course asphalt.
3. All dimensions are to be top of the frame and cover.

Measurement of Payment

Measurement of payment will be based on a lump sum cost for all above noted work.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

ITEM NO. 22 - SUPPLY AND INSTALL 150Ø PERFORATED PIPE (Provisional)

Spec. O.P.S.S. Form 405, 1004

Drawings Landry Street Asphalt Pathway Clarence-Creek, Ontario C1 and C2
S.P. The work deemed to be included in the unit bid price for this item shall be as follows:

General

1. Supply and install perforated flexible single wall pipe with non-woven geotextile sock.
2. Wrapped trench with geotextile and 19mm clear stone backfill
3. Connects to the existing catch basins, using approved supplier gaskets.

Products

1. Plastic: Polyethylene and polyvinyl chloride.
2. Geotextile: Class II non-Woven Geotextile Fabric as per O.P.S.S 1860
3. Pre-manufactures tee, elbow, end cap, and split coupling as per supplier specification.
4. Pre-manufactures Surround & Cover: 19 mm Clear stone as per O.P.S.S. 1004.05.02.

Execution

1. Excavate and dispose of materials of all types and descriptions including rock, cobbles, soil, boulder and concrete.
2. Control the water flow from all sources.
3. Supply and place geotextile Fabric in the trench, overlap minimum 300mm.
4. Supply and placed 19mm clear stone, minimum of 50 mm bedding below the subdrain.
5. Supply and install 150Ø perforated drain, connect to existing catch basins

Measurement of Payment

Measurement is by the plan quality and may be revised by adjusted plan quality.

Measurement shall be based on lineal metre of subdrain installed.

Basis for Payment

Payment at the contract price shall be full compensation for all the labour, equipment and material required to do the work.

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	2021-028
Bid Description:	LANDRY ROAD - SIDEWALK EXTENSION
Closing Date:	July 6, 2021
Time:	2:00:00 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)

The Contractor declares that:

- a) No persons, other than the Contractor, have any interest in this RFT or in the Contract proposed to be entered into.
- b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.
- c) The several matters stated in the said Submission are in all respects true.
- d) The Contractor 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 Contractor also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Contractor 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 Contractor, the Contractor 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 Contractor also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner or City representative.
- h) The Contractor 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 Contractor 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 Contractor in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Contractor 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 Contractor, 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 Contractor;
 - (iv) the manner in which the Contractor provides services to others;
 - (v) the experience and qualification of the Contractor's senior management, and project management;

- (vi) the compliance of the Contractor with the Owner's requirements and specifications; and
- (vii) innovative approaches proposed by the Contractor in the Tender;
- (viii) whether the Contractor has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFT.

l) The Contractor 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 Contractor.

m) The prompt payment offer will not be considered in the low bid evaluation.

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. Contractors 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 Contractor 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 Contractor 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	EST. QTY	UNIT	UNIT PRICE	TOTAL
<i>GENERAL REQUIREMENTS</i>					
1	Mobilization, Demobilisation, Environmental Protection, Bonding and Insurance.	1	L.S.	\$	\$
2	Traffic Control and Pedestrian Control Plan	1	L.S.	\$	\$
<u>Provisional Items</u>					
3	Pre-Construction Survey	1	L.S.	\$	\$
<i>ASPHALT PATHWAY - SIDEWALK EXTENSION CONSTRUCTION</i>					
4	Earth Excavation and Grading, including Site Balancing or Disposal	1	L.S.	\$	\$
5	Pathway Surface Course 50mm Depth (Hot Mix Asphalt HL 3)	105	t	\$	\$
6	Granular 'A' - Pathway (100 or 150mm)	388	t	\$	\$
7	Granular 'B' - Pathway (300mm)	629	t	\$	\$
8	Non-Woven Geotextile below GB	901	m2	\$	\$
9	Reinstatement Residential Asphalt Entrance (Hot Mix Asphalt HL 3/Superpave 12.5 - 50mm Depth + 150mm GA)	166	m2	\$	\$
10	Reinstatement Residential Granular Driveways (150mm GA)	16	m2	\$	\$
11	Remove and Reinstatement Interlock/Patio Stone entrances and Walkways	16	m2	\$	\$
12	New Concrete Curbs - All types including roadway reinstatement	1	L.S.	\$	\$
13	Reinstatement Top Soil (150mm Depth) with Hydro Seeding	350	m2	\$	\$

14	Removal of Asphalt (Full Depth) Driveway and/or Public Street	333.6	m2	\$	\$
15	Removal of Concrete Sidewalk	19	m2	\$	\$
	Provisional Items				
16	Extra to replace Hydro Seeding with Sod	50	m2	\$	\$
17	Pavement Marking (Solid White Line)	1	L.S.	\$	\$
	<i>STORM SEWERS AND WATER APPURTENANCES</i>				
18	Replacement Catch Basin including Frames & Grates & new 200mm dia. Lead to new Catch basin and its connections.	1	ea	\$	\$
19	New Catch Basin (OPSD 705.010) c/w Frame & Grate (OPSD 400.020)	1	ea	\$	\$
20	Adjust Existing Storm Structure	5	ea	\$	\$
21	Adjust Existing Curb Stop	1	ea	\$	\$
	Provisional Items				
22	Supply & Install 150mm dia. Perforated Subdrains including Lead and it's connections to existing Catch Basins	320	m	\$	\$

Total (HST Excluding) = _____

Tender Initials = _____

Prompt Payment Discount:

The City of Clarence-Rockland follows a policy whereby in the absence of prompt payment discount terms, all invoices from Contractors 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 Contractor 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. The prompt payment does not influence the low bid tendered.



APPENDIX A - SUBCONTRACTORS

CONTRACT NUMBER: 2021-028

DESCRIPTION: LANDRY ROAD - SIDEWALK EXTENSION

SUBMITTED TO: The Corporation of the City of Clarence-Rockland

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the RFT including all information to Contractors, general terms and conditions, supplemental terms and conditions (if applicable), specifications, and attachments and appendices as issued by the City and including Addenda number to _____ and having visited the Project Site hereby offer to subcontract the following companies/individuals for the Services and Equipment.

Name of Subcontractors	Phone Number	Contact	Discipline

ANY substitutes or changes in subcontractors **must** be agreed upon and authorized in writing by the City.



APPENDIX B - KEY PERSONNEL

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

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

APPENDIX C - REFERENCE INFORMATION

Contractors are required to provide three (3) references listing contracts similar to the project described in this *RFT* and undertaken within the past three (3) years.

(1) NAME (Company/Government Agency)_____

Contract Description_____

Contact Person_____

Phone Number ()_____ E-Mail: _____

Email Address (if available): _____

Number of Years at Location: _____ Value of Contract \$_____

(2) NAME (Company/Government Agency)_____

Contract Description_____

Contact Person_____

Phone Number ()_____ E-Mail: _____

Email Address (if available): _____

Number of Years at Location: _____ Value of Contract \$_____

(3) NAME (Company/Government Agency)_____

Contract Description_____

Contact Person_____

Phone Number ()_____ E-Mail: _____

Email Address (if available): _____

Number of Years at Location: _____ Value of Contract \$_____

The City reserves the right to check additional references and sources to those supplied by the Contractor.

NOTE: THIS DOCUMENT MUST BE COMPLETED AND WILL FORM A PART OF THE SELECTION PROCESS



THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

APPENDIX D - NOTICE OF "NO BID"

It is important that the City of Clarence-Rockland receive a reply from all Contractors. 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)



THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

APPENDIX E - AGREEMENT TO BOND

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

(Name of Contractor)

in bonding totalling percent (50%) 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. 2021-028 Landry Road - Sidewalk Extension 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 _____, 2021.

Name of Bonding Company

(Company Seal)

Signature of Authorized Person
Signing for Bonding Company

Position



APPENDIX F - CONTRACTOR / VENDOR PERFORMANCE EVALUATION



City of Clarence-Rockland VENDOR PERFORMANCE MA CONTRACTOR EVALUATION

copy of the completed evaluation should be placed in the project

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

Performance Indicator - Weighting: 15		Description	(X)	Points	Rating	Comments
1. PROJECT MANAGER (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	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		10.50		



manner? Were issues dealt with quickly and efficiently in consultation with the project team?)		according to industry 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
2. SUPERVISION (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-built? 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
3. QUALITY (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% of the items) of deficiencies.		7.50		



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

Performance Indicator - Weighting: 15		Description	(X)	Points	Rating	Comments
4. HEALTH AND SAFETY (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.)	100 %	Outstanding Health and Safety; exceeds OHSA standard.			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
5. CO-OPERATION, COMMUNICATION, AND PUBLIC/CLIENT RELATIONS (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)	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 strained.		2.5		

Performance Indicator - Weighting: 10		Description	(X)	Points	Rating	Comments
---------------------------------------	--	-------------	-----	--------	--------	----------



<p>6. COST CONTROL (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>7. SITE MANAGEMENT (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 satisfactory resolution.		5		
	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		
FINAL CONTRACTOR RATING %					0.00%	

Overall Comments

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

Signature - City Representative	Date



THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

**APPENDIX G - ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING
ACKNOWLEDGEMENT FORM**

Ontario Regulation 429/07:
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 <https://www.accessforward.ca/> 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

