



The North Dufferin Community Centre Board of Management

758040 2nd Line East
Mulmur, ON L9V 0G8

REQUEST FOR QUOTATION

FOR

GOODS AND SERVICE

RFQ-2019-02

SNOW REMOVAL

(North Dufferin Community Centre & Mulmur-Melancthon Fire Hall)

QUOTE BIDS - on forms as supplied by the NDCC Board of Management, in sealed envelopes clearly marked as to contents, will be received by the undersigned until 1:00 p.m. local time on Monday, June 10, 2019.

THE LOWEST OR ANY PARTICULAR QUOTATION NOT NECESSARILY ACCEPTED. THE NDCC BOARD OF MANAGEMENT RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL QUOTATIONS.

For further information, please contact

Heather Boston, Treasurer
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DATE ISSUED: May 28, 2019

1. BACKGROUND

The NDCC Board of Management is requesting quotes from interested parties, on an hourly flat rate with machine and operator for the snow removal for the 2019-2020 season at the North Dufferin Community Centre and the Mulmur-Melancthon Fire Hall located at 706114 County Road 21, Mulmur (Honeywood Arena).

2. SCOPE OF WORK

To perform snow removal on the parking lots and surrounding areas as required at the following locations.

North Dufferin Community Centre & Mulmur-Melancthon Fire Hall

- a) Snow clearing will be completed prior to the opening of the facility when possible.
- b) Front of Fire Hall must be kept clear at all times for emergence vehicles
- c) Snow clearing will commence after 2 inches or 5 cm of snow has accumulated or at the direction of the supervisor
- d) Salt parking lot as requested
- e) Must be able to respond within 30 minutes
- f) Over the past four years the average time spent on the snow removal for the Mulmur-Melancthon Fire hall has been 32.75 hours and for the North Dufferin Community Centre it has been 36.70 hours

3. MINIMUM EQUIPMENT REQUIRED

- 1 - 125 hp 4WD tractor with snow blower,
- 1 - 125 hp 4WD tractor with 12' pusher blade
- ¾ ton truck with blade

4. MAINTENANCE

All vehicles and equipment shall be maintained in good running order for duration of contract period. You must keep the designated Board Representative informed if vehicle or equipment will be out of commission for any length of time, thereby delaying the time to complete the contract. Vehicles and equipment must be fully roadworthy as laid down by the Highway Traffic Act of Ontario.

5. RENTAL CONDITION

Vehicles and equipment provided for the purpose of this contract are accepted at risk of the supplier. No claim, demand or legal proceedings is to be brought against the Board in respect of damage to vehicles and equipment.

6. MEASUREMENT FOR PAYMENT

Charges of equipment rental shall not commence until the Contractor has received work instructions from the Board or their representative. Rental equipment will be measured in hours or fractions thereof.

7. QUOTATION/BID REQUIREMENTS

- a. The Quotation form as supplied for this quotation must be used and will be received by the Contract Administrator or their duly authorized representative until 1:00 p.m. local time on Friday May 31, 2019. Quotes received after closing time will not be considered. **Quotes must be placed in a sealed envelope clearly marked as to the contents.**

- b. The Quotation must be legible and prepared in ink or by typewriter. Any erasures or overwriting of prices must be initialed.
- c. The quote/bid must not be restricted by a statement added to the Quotation Form, a covering letter, or alterations to the Quotation Form provided by the Board.
- d. Adjustments by facsimile or letter to a Quote/Bid already submitted will not be considered. A Bidder desiring to make adjustments to a Quote/Bid must withdraw the Quote/Bid and supersede it with a later quote/Bid submission.
- e. **Fax or E-mailed Quotes/Bids *will not* be accepted.**
- f. All quotes/bids shall be irrevocable after the due date and are to remain open to acceptance for a period of ninety (90) days or until a contract is signed with the Successful Bidder(s), whichever occurs first.
- g. All expenses involved with the preparation and submission of quotations/bids to the Board or any work performed in connection therewith shall be borne by the Bidder.
- h. The Board expects that all costs to complete the work shall be included in the quotation/bid. Additional costs identified during completion of the project must be submitted in writing and approved by the Board prior to completion of the work.

8. LIMITATION OF DAMAGES

The Bidder waives any claim for loss of profits, overhead expense, liabilities, costs, expenses, loss or damage incurred, sustained or suffered by themselves prior or subsequent to or by reason of the acceptance or the non-acceptance by the Board of any quote/bid or by reason of any delay in the acceptance of a quotation, or matters in respect of the competitive process, except as provided in the Quote bid.

9. ERRORS AND OMISSIONS

It is understood, acknowledged and agreed that while this Request for Quotation includes specific requirements and specifications, and while the Board has used considerable efforts to ensure an accurate representation of information in this request, the information is not guaranteed by the Board to be accurate, nor necessarily comprehensive or exhaustive. Nothing in the request is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Request for Quotation. There will be no consideration of any claim, after submission of Quotation, that there is a misunderstanding with respect to the conditions imposed by the contract.

10. INDEMNIFICATION

The successful Bidder will, at all times, indemnify and save harmless the Board, their officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suit or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the Bidder or any of its officers, directors, employees, or agents in connection with the services performed, purportedly performed or required to be performed by the Bidder under this Request for Quotation and subsequent agreement.

11. AWARD

The Board reserves the right to accept or reject any or all quotation(s)/bid(s), to negotiate with the Successful Bidder(s), split the award or to waive irregularities and omissions, if in so doing the best interests of the Board will be served. No liability shall accrue to the Board for its decision in this regard. Any bid or any part of any bid will not necessarily be accepted. The lowest bid does not necessarily constitute an award. The Board is not obligated to award a contract to any Bidder pursuant to this Request for Quotation.

12. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

In accordance with MFIPPA, this is to advise that any personal information Bidders provide is being collected under the authority of the Municipal Act and will be used exclusively in the selection process. All Quotations submitted become the property of the Board. Bidders are reminded to identify in their Quotation material any specific scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Quotations are not to be identified as confidential. The information contained in this Quotation document may be utilized by the Bidder solely for the purpose of preparing a Quotation/Bid for submission to the Board. The Board does not authorize any other use of the information for any other purpose. Bidders must indicate clearly within their Quotation information they consider to be confidential. The Board is required to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended and once a quotation/bid is accepted it does become public information and must be disclosed upon a request by any member of the public.

13. LAWS AND REGULATIONS

The Successful Bidder shall comply with the relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Successful Bidder shall be responsible for ensuring similar compliance by its suppliers and sub-contractors (if applicable). The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

14. ACCESSIBILITY STANDARDS

All Bidders and Bids must comply with any legislation and regulations which may be applicable to the performance of the Contract, including the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 (the "AODA"). The Contractor shall ensure that all of its employees, agents, volunteers, or others engaged by the Contractor in the delivery of Work receive training in accordance with Section 6 of Ontario Regulation 429/07 made under the AODA.

15. WORKPLACE SAFETY AND INSURANCE BOARD

Within 48 hours after council approval and prior to signing the contract the Successful Bidder shall provide the Board with a copy of current WSIB Clearance Certificate or Independent Operator Status unless self employed. It is the Successful Bidder's responsibility to provide and maintain current clearance certificates to the Board for the duration of the Project. (See Schedule "A" enclosed).

16. HEALTH AND SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Occupational Health and Safety Act and the NDCC Board of Management Health & Safety Guidelines. (See Schedule "A").

17. SMOKE FREE WORKPLACE

The *Smoke-Free Ontario Act* states that no smoking is permitted in enclosed workplaces and enclosed public places. At all Board locations smoking is also prohibited within a nine-metre radius surrounding any entrance or exit. Any person convicted of an offence under the *Smoke-Free Ontario Act* could be subject to a maximum fine of \$100,000.

18. SUB-CONTRACTORS

The Contractor shall not assign or sub-let the Contract or any part thereof or any benefit of interest therein, or there under, without the prior written consent of the NDCC Board of Management. The Contractor shall be held as fully responsible to the Board for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

19. SCHEDULE OF ITEMS AND PRICES

Price shall be submitted in Canadian funds with the Harmonized Sales Tax (H.S.T.) if applicable, shown separately on invoice. Please note any other pricing options available on quotation form.

QUOTATION FORM
FOR PROVISION OF SNOW REMOVAL
(Machine & Operator)

I/WE _____ propose and agree to perform the following work for the NDCC Board of Management and to comply with the Contract Administrator (Treasurer or Designates), wishes throughout.

1. Provide snow removal at the North Dufferin Community Centre & the Mulmur-Melancthon Fire Hall
2. Lowest or any Quote bid not necessarily accepted.
3. A bidder is required to bid on **all** items. Incomplete bids will not be accepted.
4. Bidders are to supply their own equipment, fuel and pay any related expenses incurred.
5. Bidder must have sufficient equipment and labour resources to complete the snow removal as required.
6. All Quoted prices are unit prices without applicable taxes. HST as applicable is in addition to unit prices.
7. Bidder must provide 3 references from whom you have provided similar grass cutting services.
8. Billing must be itemized as to date and locations must be invoiced separately at least once a month.
9. Any repair costs for damages will be the responsibility of the bidder. If damages by the contractor are incurred, it is the responsibility of the Bidder to pay for such damage. The Board reserves the right to deduct repair costs from the current invoice, if necessary.
10. Consideration shall be given to all users and bystanders in the vicinity when removing snow, ensuring that safety to all persons and property in the vicinity of any snow removal activity is done in safety, without harm to person or property. Failure to ensure such safety shall enable the Board to terminate the contract, at the discretion of the Board, immediately without further notice
11. The NDCC Board of Management will not assume responsibility or liability for loss or damage to equipment or injury to employees of the Bidder. It is the responsibility of the Bidder to inspect all properties and report any potential problems in writing to the Board that may arise as a result of rough terrain or any other reason.
12. Cancellation of this contract requires 15 days written notice by either party.

I/We _____ have read and agree to the above terms and conditions.

	Hourly Flat Rate	Price/kg of Salt Supplied and Applied
NDCC Honeywood 706114 County Rd 21	\$	\$
Honeywood Fire Hall 706116 County Rd. 21	\$	\$

Signature: _____ Date: _____

Address: _____ Phone # _____

Return to: _____

Heather Boston, Treasurer
 Township of Mulmur
 758070 2nd Line East
 Mulmur, ON L9V 0G8

SCHEDULE A - EQUIPMENT

Equipment	Brand & Size	Year

SCHEDULE B - REFERENCES

Company Name	Contact person	Phone number	Years employed

SCHEDULE C – OCCUPATIONAL HEALTH & SAFETY

NOTICE TO ALL CONTRACTORS

CORPORATE STATEMENT - OCCUPATIONAL HEALTH AND SAFETY

The Corporation of the NDCC Board of Management is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents and others on our premises. Accordingly, a corporate health and safety policy and procedure manual has been adopted and implemented and shall be adhered to.

ALL CONTRACTORS SHALL:

Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with the Corporation of the NDCC Board of Management's health and safety policies and requirements.

INSURANCE

As required by the Board, submit a copy of acceptable liability insurance documents meaning the documents issued by an insurance company which is licensed to operate by the Government of Canada or the province of Ontario, which certify that the vendor is insured in accordance with what is prudent for their industry or service including at least the following: Liability Insurance, endorsed to name the Board as an "Additional Insured" in the minimum amount of **\$5 million** for commercial general liability insurance PER OCCURRENCE with NO ANNUAL AGGREGATE and **\$5 million** limit for automotive liability insurance. Where applicable, the successful vendor must supply Insurance documents indicating compliance with stated requirements, PRIOR to the execution of any contract. The Chief Administration Officer or Director of Public Works shall approve exceptions to the above requirements.

WSIB

As required by the Board submit a valid and current copy of Workers Safety and Insurance Board Number clearance certificate, past accident records and/or CAD 7 calculations and/or Cost and Frequency Rate, and/or independent Operator I.D. #, and ensure updated information is forwarded to the Board over the duration of a contract. Prior to final payment, a vendor may be required to submit proof of current WSIB coverage in good standing.

Where confidential areas / departments are involved, all contractor employees must sign a Confidentiality Agreement.

Include health and safety provisions in their management systems to reach and maintain consistently a high level of health and safety.

Ensure that workers in their employ are aware of WHMIS guidelines regarding hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.

Upon request at any time from award to completion of contract, submit proof of fulfillment of above responsibilities.

Your co-operation and assistance in this matter is appreciated and vital to the Health and Safety of all.

***Additional specific Health and Safety requirements may be required depending on the situation at hand, please read the particular request for bid document for further clarification**