REQUEST FOR TENDER
FOR

Winter Maintenance

TENDER CLOSING

Date: August 31, 2018

TIME: 4:00pm local time

ADDRESSED TO: John Fournier
Environmental Services Manager
STRATHMERE LODGE
COUNTY OF MIDDLESEX
599 ALBERT ST.
PO Box 5000
STRATHROY ONTARIO
N7G3J3

TENDERS RECEIVED LATE WILL NOT BE ACCEPTED

NOTE: ***This tender contains sixteen (16) pages.***

TENDER

WINTER MAINTENANCE
(SNOW PLOWING/SANDING/SALTING)

Sealed tenders for Project WINTER MAINTENANCE will be received by:

John Fournier
Environmental Services Manager
COUNTY OF MIDDLESEX
OPERATING AS
STRATHMERE LODGE
599 ALBERT ST.
STRATHROY ONTARIO
PO BOX 5000
N7G3J3

Tender documents to be received by 4:00pm **local time August 31 2018**. Tenders received later than the specified closing date and time will not be accepted.

1. OVERVIEW AND SCOPE OF WORK

Strathmere Lodge (Middlesex County) is calling for complete tenders from qualified bidders to provide all labour, equipment and materials to maintain driveways, parking lots and side-walks for the upcoming winter season.

2. Information for Bidders

1. Each bid shall contain the full name of the party or parties bidding and the signature of the parties bidding shall be in their respective handwriting.

2. Bidders are solely responsible for any expenses they incur in preparing the tender and for subsequent negotiations with Strathmere Lodge (Middlesex County), if any. If Strathmere Lodge elects to reject any or all proposals or cancel the request for tender at any time Strathmere Lodge (Middlesex County) will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3. A bidder may withdraw a submitted tender at any time up to the official closing time by letter bearing a signature of a senior official to the designated recipient of the tender to which the request for withdrawal applies. The withdrawn tender will be returned unopened to the bidder.

4. A bidder who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that bidder as it applies to this request for tender.

5. In the event that only one (1) tender is received at time of closing and it is an acceptable tender it will be referred to Strathmere Lodge Management for consideration.

6. Each Bidder must thoroughly examine all documents as well as make his own estimate for the proposed work before submitting a bid and must satisfy himself by personal examinations as to the local conditions to be met while completing the specified work. A Bidder is not to claim at any time after the submission of his bid that there was any misunderstanding of the terms and conditions of the Contract. Any questions a bidder may have are to be directed to John Fournier at jfournier@middlesex.ca. Your written questions will be answered in writing by him via email with your written questions.

7. Tenders are to remain firm for acceptance for a period of thirty (30) days from date of tender closing unless otherwise stated.

8. All prices shall be stated in **Canadian** funds. Prices must also be inclusive of customs, duty and freight.

9. Examples of instances where a bid shall be rejected as unacceptable are:
   - ❖ Bids received late.
   - ❖ Unsealed envelope.
   - ❖ No bid security or agreement to bond, where required.
   - ❖ Deposit cheque not submitted, where required.
   - ❖ All required sections of bid document not completed.
   - ❖ Failure to execute Agreement to Bond or Bonding Company corporate seal or signature missing from Agreement to Bond, where required.
   - ❖ Failure to execute Bid Bond by bidder and Bonding Company where required.
   - ❖ Failure to provide a letter of agreement to bond where required.
   - ❖ Bids not completed in ink, typewritten or automated printers.
   - ❖ Incomplete, illegible or obscure bids.
   - ❖ Bids that contain additions not called for by Strathmere Lodge.
   - ❖ Failure to attend mandatory site visit when required.
   - ❖ Bids received on documents other than those provided or requested in the Tender, if applicable.
   - ❖ Pricing or signature pages missing.
   - ❖ Documents in which all addenda have not been acknowledged.
   - ❖ Bids received in envelopes other than the envelopes supplied or improper label used, unless tender can be properly identified without opening envelope.
   - ❖ Failure to insert the bidder's business name in the spaces provided in tender.
   - ❖ Failure to include signature of the person authorized to bind the bidder in the space provided on the tender.
   - ❖ Conditions placed by bidder on the total contract price.
   - ❖ Qualified bids, unless the qualification or restriction is not significant and does not affect the total price at the discretion of the Strathmere Lodge Management and or CAO.
   - ❖ Corporate seal **and** signature missing.
   - ❖ Pages requiring completion of information by bidder is missing.
   - ❖ Any other irregularity to be dealt with at the discretion of Strathmere lodge's Management and or CAO and or Council.

10. **Successful bidders are required to comply with the requirements of the Customer Service Standards under the *Accessibility for Ontarians with Disabilities Act*, as amended, and its related regulations. For a copy of the *Act*, visit www.e-laws.gov.on.ca. The Ministry of Community and Social Services has helpful information on its website www.accessON.ca on how to comply with the legislation. Successful bidders are required to submit the completed 'Accessibility Regulations for Contracted Services' form before commencing work.**

GENERAL TERMS AND CONDITONS

The following general terms and conditions apply.

1. EXTENT:
   The Contractor shall be liable for all costs of doing the work, including, but not limited to, labour, benefits, equipment, operating material, licenses, and taxes and the provision of the following documents as required.

2. TENDER DEPOSIT(S)/PERFORMANCE BOND(S)/INSURANCE/ETC.: - **Strathmere Lodge Management's Discretion**
   The Contractor shall provide Liability Insurance, Bid Deposits, Performance Bonds, Labour and Materials Bonds, WSIB Clearance Certificates, as required, from the appropriate companies licensed to carry on business in the Province of Ontario. (The following are minimum security requirements, to be provided by bidders, at the bidder's expense, that are: (1) minimum mandatory requirements for construction projects over $25,000 and can be increased at the discretion of the Administrations; and (2) minimum mandatory requirements for bids, other than construction project bids, that **may** be required at the discretion of Strathmere Lodge's Management's.)

3. INSURANCE:
   The Contractor, upon award of the contract, and prior to signing the contract documents or issuing a purchase order must provide a Certificate of Insurance as per the following:
   1. Comprehensive General Liability Insurance on an occurrence basis for an amount not less than one million ($1,000,000) dollars and shall include the Municipality as additional insured with respect to the bidders operations, acts, and omissions relating to its obligations under the contract, and such policy shall include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses. Any of these sub-coverages may be waived at the discretion of the Director.
   2. Automobile liability insurance for an amount of not less than one million ($1,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the contract.
   3. The policies shown above shall not be cancelled or permitted to lapse unless the insurer notifies Strathmere Lodge in writing at least thirty (30) days prior to the effective date of cancellation of the policy.
   4. Strathmere Lodge reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as Strathmere Lodge may reasonably require.
   5. The successful bidder shall not commence work until such time as the required evidence of insurance has been filed with and approved by Strathmere Lodge. The successful bidder shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

4. EXECUTED BONDS – Strathmere Lodge Management's Discretion
   1. The successful bidder shall be required to submit to the Municipality a Performance Bond guaranteeing the full and faithful performance of the work, in a minimum amount of 50% of the successful bidder's price for projects over $25,000.

2. The successful bidder shall further be required to submit to the Municipality a Labour and Material Payment Bond in a minimum amount of 50% of the successful bidder's price for projects over $25,000.
3. The bonds, as noted in 4.1 and 4.2 above, shall be those as issued by a bonding agency licensed to operate in the Province of Ontario; OR an Irrevocable Letter of Credit from a recognized financial institution in a minimum amount of 50% of the successful bidder's price.
4. The successful bidder shall not commence work until such time as the requested Bond/Letter of Credit has been received and approved by the Municipality.
5. The Bonds/Letter of Credit shall act as guarantee that the successful bidder will perform the work contemplated therein. If the successful bidder expressly or by implication repudiates the contract herein, the Municipality may terminate the contract immediately upon written notice and immediately draw upon the Bonds/Letter of Credit as liquidated damages. Notwithstanding the above, the Municipality shall retain any other right which it may have in law to claim for any and all damages which it may suffer as a result of the successful bidder's breach set forth in the contract.

5. LETTER OF AGREEMENT TO BOND/LETTER OF GUARANTEE – Strathmere Lodge Management's Discretion

   An original Letter of Agreement from a bonding agency or Letter of Guarantee from a financial institution licensed to operate in the Province of Ontario shall be included with the bid confirming that if the bidder is successful the necessary guarantee will be issued as required in Section 4 above. Letters of Agreement or Guarantee submitted must bear an original signature of the issuer and the bidder.

6. BID DEPOSIT

   A minimum 10% of the value of the bid price shall be submitted with a bid in the form of a Bid Bond, Irrevocable Letter of Credit, Certified Cheque, Bank Draft and must be in Canadian currency. No interest will be paid by the Municipality on bid deposits.

7. INDEMNIFICATION:

   The successful bidder shall indemnify and hold Strathmere Lodge harmless from and against any liability, loss, claims, demands, costs and expenses, including legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

8. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) REQUIREMENTS:
   1. The successful bidder shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work. The bidder further agrees to maintain their WSIB account in good standing through the contract period.
   2. Strathmere Lodge may require the successful bidder to produce a WSIB Clearance Certificate from time to time during the contract on request and/or prior to final payment as deemed necessary.
   3. If the successful bidder is a self-employed individual, partner or executive officer who does not pay WSIB premiums and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the Municipality prior to commencement of work.

9. PATENTS AND COPYRIGHTS:
The Contractor shall indemnify and save harmless Strathmere Lodge from all and every claim for damages, royalties or fees for the infringement of any patented invention, trademark or copyright occasioned by him in connection with work done or material furnished by him under this Contract.

10. HEALTH AND SAFETY:
All work performed under this Contract must be carried out in accordance with Strathmere Lodge's Health and Safety Policy and any federal and provincial health and safety legislation and regulations. Failure to comply with this condition will be considered a breach of contract.

11. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA):
In accordance with the Municipal Freedom of Information and Protection of Privacy Act, as amended, personal information Bidders provide is being collected under the authority of the Municipal Act and will be used in the selection process. All bids submitted become the property of Strathmere Lodge (County of Middlesex). Because of MFIPPA, bidders are reminded to identify in their bid material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete bids are not to be identified as confidential.

12. PERMITS, LICENSES AND REGULATIONS:
The Bidder shall apply for all necessary permits and licenses, approvals and consents required for the execution of the work if required. The Bidder shall give all necessary notices and pay all fees required by law and comply with all laws, by-laws, rules, regulations and requirements relating to the work and to the preservation of public health. The Bidder shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

13. INSPECTION AND TESTING:
Strathmere Lodge and/or its representatives shall at all times have access to the work, whether it is the preparation or progress, and the general contractor shall provide proper facilities for such access and inspection.

14. PROTECTION OF PROPERTY:
    1. The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this Contract. Any damage done to Strathmere Lodge's or surrounding property must be made good to the satisfaction of Strathmere Lodge.
    2. The Contractor will supply adequate and competent flagmen to control traffic, if required during work completion.
    3. The Contractor shall maintain adequate fire protection at the site, portable fire extinguishers, etc., to the satisfaction of Strathmere lodge.
    4. Temporary safeguards and protection shall be provided to adequately guard against injuries. to the public by accidents around and adjacent to the project.
    5. Uninterrupted road allowances for transportation of goods and services.

15. DELAY IN PROJECT:
All damage, loss, expense and delay incurred or experienced by the Contractor in the execution of the work, by reason of unanticipated difficulties shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

16. ASSIGNMENT:
The contractor shall not assign the Contract nor the proceeds without the written consent of Strathmere Lodge.

17. TAKING THE WORK OUT OF THE CONTRACTOR'S HAND:
Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the work, abandons the work or has otherwise failed to perform any of the provisions of the Contract, Strathmere lodge may, without previous notice and without process or suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, Strathmere lodge may use monies due on the Contract to correct or complete the work.

18. NO ADDITIONAL PAYMENT FOR INCREASED COSTS:
The amount payable to the Contractor under the contract will not be increased by reason of any increase in the cost of the work brought about by any increase in the cost of plant, equipment, labour or materials.

19. TERMINATION:
Strathmere Lodge reserves the right to cancel this agreement upon any violation of this agreement or the quality of work.

20. TENDER OPENING
Tenders will be opened by Strathmere Lodge Management on Friday August the 07, 2018 at 1:00pm at Strathmere Lodge 599 Albert Street, Strathroy.

21. EVALUATION & SELECTION
Tenders will be reviewed and evaluated by Strathmere Lodge Management.

22. HOLDBACK (subject to revision as determined by Strathmere Lodge Management)
Fifty (50) % of the total project cost will be held back and, subject to completion acceptable to the Municipality, through the Director or consultant or Council directly, and no claims made by any subcontractors, will be released after five (5) days after completion.

23. MINISTRY OF LABOUR-NOTICE OF PROJECT REQUIREMENTS
The contractor must provide a Notice of Project (NOP) to the Ministry of Labour (MOL) prior to starting certain projects that meet the standards set out in Section 6(1) of the *Regulation for Construction Projects O. Reg. 213/91*, and post and do additional notification requirements as required by MOL. Proof of this action taken shall be provided to Strathmere Lodge prior to commencement of the project.

24. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT
Successful bidders are required to comply with the requirements of the Customer Service Standards under the *Accessibility for Ontarians with Disabilities Act*, as amended, and its related regulations. For a copy of the *Act*, visit www.e-laws.gov.on.ca. The Ministry of Community and Social Services has helpful information on its website www.accessON.ca on how to comply with the legislation.

25. AWARD

Consideration for award shall only be undertaken in relation to Bidders who are determined by Strathmere Lodge to have satisfied all the requirements.

The acceptance and award of the tender and execution of an agreement, contract or purchase order is subject to payment terms and conditions in writing that are acceptable to the Director in charge of the project, and approval by Council through the budget process or as otherwise directed by Council.

The lowest or any bid will not necessarily be accepted. Strathmere Lodge reserves the right to accept or reject any and all tenders, to award the contract on a split-order basis, lump-sum basis or individual-item basis, or such combination as shall best serve the interest of Strathmere Lodge in the opinion of Strathmere Lodge Management, unless otherwise stated. The award is not based solely on price but on a combination of past performance with Strathmere Lodge (Middlesex County), if applicable, satisfactory reference checks and price, amongst other things.

Strathmere Lodge may reject any Bidder who is involved in litigation with Strathmere Lodge (Middlesex County), its elected or appointed officers and employees in relation to any contracts or services, or any matter arising from the Municipality's exercise of its powers, duties or functions.

TENDER SPECIFICATIONS:

We require;

1. Mandatory site visit (meeting), you must attend (no proxy) in order to bid on this project.
2. Mandatory site visit is scheduled for Tuesday July 31, 2018 at 1:00pm at Strathmere Lodge, (service area).
3. Minimum of three (3) references for the scope of the job.
4. Acknowledgement/agreement of Strathmere Lodge's Health &Safety compliance.
5. Company liability insurance.
6. W.S.I.B. clearance certificate.
7. Performance bonding.
8. Uninterrupted road allowances for transportation goods and services.

LIST OF REFERENCES

Please provide the information requested below. Reference checks will be completed and the decision to award the tender will be based on Strathmere lodge's assessment of overall qualified bidder. Experience listed below must be relevant to the current project in scope and value. If there is additional information you wish to provide with regard to references, please do so on another sheet and attach to the your bid submission. Please list references.

Project Name		
Company for whom the work was completed:		
On the project did your firm act as	General Contractor ☐	Subcontractor ☐
What was the value of the project or your portion of the project?		
Contact name at the owner's facility		
Telephone Number with area code		
Date of completion of this project		

Project Name		
Company for whom the work was completed:		
On the project did your firm act as	General Contractor ☐	Subcontractor ☐
What was the value of the project or your portion of the project?		
Contact name at the owner's facility		
Telephone Number with area code		
Date of completion of this project		

Project Name		
Company for whom the work was completed:		
On the project did your firm act as	General Contractor ☐	Subcontractor ☐
What was the value of the project or your portion of the project?		
Contact name at the owner's facility		
Telephone Number with area code		
Date of completion of this project		

Pursuant to Section 29 (1) of the Municipal Freedom of Information and Protection of Privacy Act, as amended, and Section 39(1) of the Freedom of Information and Protection of Privacy Act, as amended, I authorize Strathmere Lodge (County of Middlesex) to contact the person or company listed for purpose of obtaining reference information.

_____ _____

Signature of authorized signing officer Date

BIDDER'S DECLARATION

(To be submitted with Original copy of Bid Submitted)

To: Strathmere Lodge (Middlesex County):

I/We _____
(name(s))

_____
(title/position)

of _____
(name of company)

1. **DECLARE** that I/We are the undersigned authorized signing officer of the bidder.

2. **FURTHER DECLARE** that no person, firm or corporation other than the one whose signature or the signature of whose proper officers I attached below, has any interest in this bid or in the Contract proposed to be undertaken.

3. **FURTHER DECLARE** that this bid is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a proposal (unless performed under a "joint" agreement and so declared in the Bid), and in all respects is fair and without collusion or fraud.

4. **FURTHER DECLARE** that no Strathmere Lodge (Middlesex County) employee, or Member of Council or member of its Committees, is or will become interested directly or indirectly as a contracting party.

5. **FURTHER DECLARE** that all statements, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the bidder.

6. **FURTHER DECLARE** that I/we have examined the locality and site of the proposed work, as well as all the specifications relating thereto, prepared, submitted and rendered available on behalf of Strathmere Lodge (Middlesex County), and hereby acknowledge the same to be part and parcel of any contract to be let for the work therein described or defined, and do hereby propose and offer to enter into a contract to do the work and to provide for all of the labour and to provide, furnish, deliver, place and erect, all material mentioned and described or implied therein, including in every case freight, duty, exchange and sales taxes in effect on the date of acceptance of the Bid, and all other charges, on the terms and conditions and under the provisions therein set forth, and to accept in full payment therefore, the sums calculated in accordance with the actual quantities and unit prices attached to this Bid.

7. **FURTHER DECLARE** that the undersigned is hereby authorized by the bidder to submit this proposal and is authorized to negotiate all matters with Strathmere Lodge representatives relative to this Proposal.

Proposal submitted by: _____

Address: _____

City/Province: _____

Postal Code: _____

Authorized Signature: _____

Name (please print or type): _____

Telephone Number: _____

Fax Number: _____

Email: _____

Registration No.: _____

Date of Proposal: _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

This will acknowledge receipt of the following addendum/addenda and that the pricing quoted includes the provision set out in such addendum/addenda

ADDENDUM #	DATE RECEIVED

☐ Click here if **NO** Addendum received.

Bidder Name _____ Date_____

Authorized signature _____

BID FORM

(To be submitted with Original copy of Bid submitted)

PROJECT: WINTER MAINTENANCE

LOCATION: 599 ALBERT STREET, STRATHROY ONTARIO CANADA

DATE:

Name of Company _____

Street Address _____

City/Town _____

Postal Code _____

Telephone _____

Fax _____

STRATHMERE LODGE

Sir/Madam:

I/We agree to supply all necessary labour, materials, plant, equipment and services for the execution and completion of the above noted Project in accordance with the Contract Documents for the contract sum of

_____

_____(Dollars ($_____) including all applicable taxes, custom duties and excise taxes (HST EXTRA) with respect to the Contract in accordance with all terms and conditions of the Tender.

The following amount for the Harmonized Sales Tax (HST) is extra to the above contract sum;
$_____.

I/We understand that the price(s) submitted in this Bid is/are based upon the acceptance of the Bid within thirty (30) days of the Bid closing date. In cases where the expiry date of the acceptance period falls on a Saturday, Sunday or holiday, the time for acceptance shall be extended to the first following business day.

I/We have carefully examined all the Bid Documents, have visited the site, have registered with Strathmere Lodge's representative conducting the site visit, and have a clear and comprehensive knowledge of the work required under this Contract and of all the working conditions.

I/We are in a position to commence the work immediately upon receipt of Strathmere Lodge's, or its representative's, written direction, and to carry it through to a prompt and satisfactory conclusion.

I/We hereby certify that, at the time of submitting this bid, I/we are in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and Canada and that, in particular, all returns required

to be filed under all provincial and federal statutes have been filed and all taxes due and payable under the statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Mandatory: I/We also submit the names of our proposed sub-contractors from whom sub-bids were received, and upon which my/our bid is based. I/We also submit the sub-bid prices for the trades listed:

#	**TRADE**	**COMPANY**	**SUB-BID PRICE**
1			
2			
3			
4			
5			
6			
7			
8			
9			

Name of Company: _____

Company Seal: _____
(If company does not have a seal, please note on above line.)

Signature of Authorized Official: _____

Name: _____
(Please print)

Title: _____

Date of Proposal: _____

ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES

(To be submitted with Original and each copy of bid submitted)

In accordance with the Ontario Regulation 429/07, Accessibility Standards for Customer Service and Ontario Regulation 191/11, the Integrated Accessibility Standards Regulation, Strathmere Lodge requires all third parties or persons who provide goods, services or facilities on behalf of the organization be trained.

Contracted employees, third party employees, agents and others who deal with the public on behalf of Strathmere Lodge (Middlesex County) must meet the requirements of the above-noted Regulations with regard to training.

Training for the aforementioned regulations can be accessed online at the following website addresses:

- Serve-Ability: Transforming Ontario's Customer Service
  http://www.mcss.gov.on.ca/en/serve-ability/index.aspx

- Access Forward: Training for an Accessible Ontario – www.accessforward.ca

- Ontario Human Rights Code –
  http://www.ohrc.on.ca/en/learning/working-together-ontario-human-rights-code-and-accessibility-ontarians-disabilities-act

Contracted services suppliers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. The suppliers are to ensure that this information is available to Strathmere Lodge any time during the term of the Contract.

I acknowledge the aforementioned accessibility regulations and that my company staff and any subcontractors have received the above training.

Company name: _____

Authorized official: _____
Signature Print Name Title

Date: _____