

**THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING DIVISION**

RFP 2009-10

ROOF ASSESSMENT AUDIT AT VARIOUS LOCATIONS

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**CLOSING TIME AND DATE: 4:00:00 P.M. (LOCAL TIME)
THURSDAY, SEPTEMBER 3, 2009**

- ANYONE **DOWNLOADING** THIS DOCUMENT AND WISHING TO SUBMIT A BID MUST ENSURE THAT THEY HAVE REGISTERED WITH PURCHASING. BY REGISTERING, YOU WILL BE ADDED TO THE BIDDERS MAILING LIST AND WILL RECEIVE ANY ADDENDUM THAT MAY BE ISSUED WITH RESPECT TO THIS DOCUMENT. FAILURE TO REGISTER MAY RESULT IN YOUR BID BEING DISQUALIFIED. TO REGISTER, PLEASE COMPLETE THE REGISTRATION FORM LOCATED ON THE MUNICIPAL WEB SITE.

ADDENDUM INFORMATION

ALTHOUGH WE WILL ATTEMPT TO FAX ANY ADDENDUM TO THE REGISTERED BIDDERS FOR A PARTICULAR BID, ALL BIDDERS ARE TO NOTE THAT ANY ADDENDUM(S) TO ANY TENDER/FORMAL QUOTATION/REQUEST FOR PROPSAL WILL BE POSTED ON THIS WEB SITE. IT IS THE BIDDER'S RESPONSIBILITY TO CHECK THIS WEB SITE OFTEN FOR ANY ADDENDUM. TO FIND THE ADDENDUM(S) FOR ANY PARTICULAR BID, PLEASE CLICK ON REGISTER TO BID AND ENTER USERNAME AND PASSWORD. ONCE YOU CONFIRM YOUR VENDOR INFORMATION, YOU WILL BE FORWARDED TO THE PAGE WITH THE ORIGINAL BID DOCUMENTS AND ANY ADDENDUM(S).

- LATE BIDS WILL NOT BE ACCEPTED, BUT RETURNED UNOPENED TO THE RESPECTIVE BIDDER
- BIDS NOT SIGNED WILL BE REJECTED
- BIDS MUST BE TYPED OR IN INK
- ERASURES OR NOTICEABLE CHANGES MUST BE INITIALLED BY THE BIDDER
- BIDDERS MUST NOT INCLUDE RESTRICTIVE OR CONDITIONAL STATEMENTS TO ALTER THE FORMAT OR INTENT OF THE PROPOSAL
- THE LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED

THE PROPOSAL MUST BE RETURNED ON THE FORMS PROVIDED AND IN THE ENVELOPE SHOWING THE FIRM NAME, REQUEST FOR PROPOSAL NUMBER AND PROPOSERS NAME OR BY USING THE ADDRESS LABEL ATTACHED TO THIS REQUEST FOR PROPOSAL

ISSUED BY: JERRY BARBER, C.P.P.O.
PURCHASING MANAGER
TELEPHONE: 905-623-3379, EXT. 402

BRIGITTA HARRIS, C.P.P.
BUYER 1
TELEPHONE: 905-623-3379, EXT. 250

Late Proposals will not be accepted.

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SCHEDULE (A) INSTRUCTIONS TO BIDDERS

1.0 CONTRACT/INTENT

The intent of this Request for Proposal (RFP) is to secure the services of an experienced consultant as required by the Municipality of Clarington, to conduct a detailed condition assessment of the roofs for the various buildings, in accordance with terms, conditions and specifications stated herein. The Municipality may or may not enter into an agreement as a result of the issuance of this RFP.

The RFP will be evaluated according to the following parameters: compliance with all specifications and instructions contained in the Request for Proposal, Company Background, References, Pricing/Cost, Proposed Report, Safety Training/Education, and Proposal Quality.

2.0 INSTRUCTIONS TO BIDDERS - SUBMITTALS PROCEDURE

2.1 All Request for Proposals shall be delivered to the Municipality of Clarington, as described in item 2.6. Proposals delivered after the said time will be returned unopened. All Request for Proposals must clearly indicate **“RFP 2009-10 Roof Assessment Audit at Various Locations”** plus the Bidders name and address. Note, the requirement to submit your request in the envelope provided as indicated in item 2. Submission of Bid, of the Standard Terms and Conditions is superseded by item 2.1 and 2.6.

2.2 The Proponent must sign the original Form of Request for Proposal Pages.

2.3 The Proponent must complete all parts of the Request for Proposal in accordance with the Request for Proposal documents as specified herein. Request for Proposals which are submitted that are incomplete or do not contain pricing for each option or not appropriately executed may not be accepted. Proponents are requested to structure their response generally in the order presented herein.

2.4 Quantity of Responses

A total of five (5) hard copy proposals [i.e., one (1) original and four (4) copies] of your proposals are to be delivered to the location at the date and time identified in 2.5.

All proposals must be comprehensive and in sufficient detail so as to permit complete evaluation in accordance with the criteria set out herein. These proposals must be copies of the complete response submitted in **sealed packaging, labeled with request for proposal number and signed by an authorized officer of the bidder.**

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SCHEDULE (A) INSTRUCTIONS TO BIDDERS (continued)

2.5 Time, Date, and Address for Response Submission

The proposal documents described in 2.4 above shall be submitted to the following individual, on or before 4:00:00 p.m. (local time) on **Thursday, September 3, 2009** to:

Jerry D. Barber, C.P.P.O.
Purchasing Manager
Municipality of Clarington
40 Temperance Street
Bowmanville, Ontario L1C 3A6
Phone: 905-623-3379, extension: 402
Fax: 905-623-3330
E-mail: jbarber@clarington.net

2.6 Any Proposals received after the deadline for submission will be considered as non-compliant and will be returned unopened. In the event that the Proposal is too large for an envelope, the Proposal shall be **sealed** in a carton clearly marked with the *Contract* number and description.

2.7 The use of the mail or courier services for delivery of a Proposal will be at the risk of the Proponent. The Proposal must come into the possession of the above-mentioned representative of the Municipality before the deadline for submission or the Proposal will be returned to the Proponent unopened.

2.8 In the event that the Proposal 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

Note: Since Proposals must be submitted in a sealed envelope/package, submissions by facsimile or electronic delivery, secure site or otherwise, are not acceptable.

2.9 The onus unequivocally remains with the Proponent to ensure that Proposals are delivered to the Manager, Purchasing Services, 1st Floor, Municipal Offices, Bowmanville by the deadline for submission, in accordance with the submission instructions. Misdirected Proposals received after the deadline for submission will not be accepted and will be returned unopened. Requests for adjustments to submitted Proposals by telephone, fax or electronically will not be considered.

2.10 The Municipality shall not be liable for any cost of preparation or presentation of Proposals, and all Proposals and accompanying documents submitted by the Proponent become the property of the Municipality and will not be returned. There will be no payment to Proponents for work related to and materials supplied in the preparation, presentation and evaluation of any Proposal, nor for the Contract negotiations, whether they are successful or unsuccessful.

2.11 Municipality, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any Proposal, or by reason of any delay in the acceptance of any Proposal.

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SCHEDULE (A) INSTRUCTIONS TO BIDDERS (continued)

3.0 INQUIRY

- 3.1 All inquiries regarding this RFP shall be directed, in writing, to the attention of Brigitta Harris, Buyer 1, Purchasing Services, via fax at (905) 623-3330, or by email to bharris@clarington.net. A fax cover sheet, entitled "Questions for Clarification" is included for the Proponent's convenience.
- 3.2 Any inquiries will be responded to in writing. Any clarification shall not alter the Proposal. Oral arrangements or discussions cannot be relied upon.
- 3.3 If during the period prior to submission of Proposals, the Municipality determines, in its sole and unfettered discretion, that part of the Proposal requires formal amendment or clarification, written addenda to this Proposal will be produced and distributed to all known Proponents. In that case, the Proposals shall identify the addenda and indicate how they respond to them.
- 3.4 Proponents attempting to contact Municipality staff or elected officials other than the contacts indicated in this RFP in subsection 3.1 above, for whatever reason, during the Proposal or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the Bidder's List. If the Municipality deems consultation necessary, a pre-proposal meeting of all Proponents and Municipal staff will be arranged at a location of the Municipality's choosing. The Municipality reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- 3.5 No officer, agent or employee of the Municipality is authorized to verbally alter any portion of this RFP. During the period prior to submission of Proposals, any clarification will be issued in the form of written addenda. The Proponent shall list and attach any addenda that were considered when the Proposal was prepared. Failure to acknowledge any and all addenda issued by the Municipality may result in the Proposal being deemed as Improper.
- 3.6 All references to Proponent 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.
- 3.7 Bidders shall carefully study all Request for Proposal specifications, sites, conditions and services affecting the proper execution of the work, and obtain a clear and comprehensive knowledge of the existing conditions. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable, prior to the date of submission of proposals. Bidders shall accept sole responsibility for any error or neglect on their part in this respect.

4.0 SITE INSPECTIONS

Bidders are requested to visit the site and make themselves familiar with existing conditions and facilities. No claim will be allowed for lack of description, conditions or facilities in this specification.

Bidders are responsible to view the building roof size in order to determine the time required to complete the roof assessment. Site visits will not be co-ordinated through the Municipality, consultants are to view the sites on their own.

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SCHEDULE (A) INSTRUCTIONS TO BIDDERS (continued)

5.0 BID DEPOSIT

No bid deposit is required.

6.0 EXPENSES

Expenses including travel, meals, etc. will be the responsibility of the Consultant.

7.0 INVOICES

Invoices should be submitted to the Purchasing Division, 40 Temperance Street Bowmanville, Ontario L1C 3A6. Invoices will be subject to approval by to the Director of Operations and the Director of Community Services.

8.0 TAXES

It is a requirement of the Request for Proposal that the Goods and Services Tax be shown as a separate item.

The Goods and Services Tax Registration Number must be provided with all Proposals.

9.0 PROPOSAL CONTENT

Proposals will be deemed complete if they include:

- a) A completed title page including the legal name and address of the head office of the Proponent.
- b) Table of Contents, identifying each section with page number references.
- c) A completed and executed Form of Proposal - Schedule of Prices, attached to this RFP as Schedule F.
- d) Vendor Profile. Include in this section, additional relevant information which will enhance our understanding of your firm and the various services your firm offers.
- e) All key project staff that will be assigned to the project, if successful, must be identified. Staff qualifications to be outlined.
- f) A copy of a report done for a similar project. Provide an example of a roof assessment that would be prepared for the Municipality of Clarington.
- g) Reference list, attached to this RFP as Schedule G. Proponents must provide three appropriate references, preferably in Ontario; listing completed contracts of a similar size and nature, including contact names and telephone numbers.
- h) The following questions should be answered.
 - How many years has your company been performing roof assessment and reporting service?

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SCHEDULE (A)

INSTRUCTIONS TO BIDDERS (continued)

- Provide evidence of experience in corporate roof assessments.
- Provide three examples of similar projects completed.
- Provide evidence of project management skills and training.
- Provide evidence of commitment to client satisfaction.
- Provide evidence of timely delivery of product/service.
- What method of communication is used to communicate between the consultant staff and client staff to ensure that areas of concern are addressed?

A detailed information package, clearly identifying each item as outlined in Schedule B, Terms of Reference, of this RFP. The contractor is to demonstrate how their company will be able to meet the requirements of the municipality. Profiles of the workers to be assigned to the account are to be included in the proposal.

If any of the above information [items (a) through (h) inclusive] is missing or deficient, the Municipality reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the Proposal in its entirety.

10.0 SELECTION PROCESS

- 10.1 The Municipality reserves the right to accept or reject any or all proposals, to enter into negotiations with one or more submitting firms and to waive irregularities and omissions if in so doing the best interests of the Municipality will be served.
- 10.2 Proponents are encouraged to ensure that their proposal is submitted in the most favourable terms in order to reflect the best possible potential, since less than best potential could result in exclusion of the proposal from further consideration.
- 10.3 Proposals will be evaluated as per the attached criteria [see Schedule (E) attached].
- 10.4 Proponents, whose proposals have been selected for further evaluation, may be invited to attend an interview with the Evaluation Committee where their proposal will be discussed. Proponents may be requested to clarify information provided in their submission. Proponents are encouraged to provide any additional information, which may be relevant in the evaluation of their proposal.
- 10.5 All proposals are to be submitted on the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract nor shall it create any obligation on the Municipality to enter into further discussions. Information received from Proponents is collected in accordance with and subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

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SCHEDULE (A) INSTRUCTIONS TO BIDDERS (continued)

- 10.6 Although price and the ability to meet service requirements will be given significant weight in choosing the Municipality's firm, other aspects will also be considered (i.e., staffing, references, experience, approach).

11.0 NEGOTIATIONS

The Municipality of Clarington reserves the right to enter into negotiations with the selected proponent. If the Municipality and the selected Proponent cannot negotiate a successful contract, the Municipality may terminate the negotiations and begin negotiations with the next selected proponent. This process will continue until a contract has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Municipality arising from such negotiations.

12.0 CONTRACT AWARD

- a) Provided that at least one of the Proposals received meets the approval of the evaluation Committee, a recommendation for award will be made on the basis of the evaluation. The committee will consist of representatives from the following departments: Operations, Community Services, Finance and Corporate Services.
- b) The award of the contract is subject to the best value for the Municipality and subject to budget considerations.
- c) On approval of the evaluation committee's recommendation by Council (when applicable), the Successful Respondent may be required to enter into a formal contract agreement.
- d) Written notification to the Successful Respondent and the issue of a Purchase Order shall result in a binding contract between the Municipality and the Successful Respondent unless otherwise stated.
- e) By responding to this RFP, Proponents agree that the decision of the evaluation team is final and binding, and will not be subject to review.

13.0 RFP SCHEDULE FOR EVENTS

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Municipality reserves the right to modify or alter any or all dates at its sole discretion by notifying all Proponents in writing at the address indicated in the completed RFP submitted to the Municipality.

Release of RFP	August 14, 2009
Submission Date	September 3, 2009
Evaluation/Interviews	September 14, 2009
Contract Award	October 5, 2009
Project Start	October 12, 2009

**Dates noted above are an approximation only and are subject to change.*

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SCHEDULE (A) INSTRUCTIONS TO BIDDERS (continued)

14.0 TIMING FOR SELECTION

14.1 This RFP is issued and will be evaluated and awarded in accordance with the Municipality's Purchasing By-law. No announcement concerning the successful candidate will be made until the successful proponent is notified of the Municipality's decision with respect to this RFP.

14.2 The terms and conditions of the firm's proposal are to remain firm for ninety (90) days from the closing date. After this time elapses, the bid may only be accepted with the consent of the successful bidder.

15.0 EVALUATION PROCESS

Proposals will be assessed on the basis of information provided by the Respondent at the time of submission as well as any additional information provided during subsequent meetings with the Respondent. The evaluation of Proposals will be conducted by an evaluation team. Please see Schedule E - Evaluation Process.

16.0 BUDGET

Award of this RFP is subject to Council approval and funds being available within the Capital and/or Operating budgets.

17.0 LEGAL REQUIREMENTS

No contract shall be awarded to any person or corporation or any affiliate, subsidiary or related person thereto who, or which, has a claim or has instituted a legal proceeding against the Municipality of Clarington or against whom the Municipality of Clarington has a claim or has instituted a legal proceeding with respect to any previous contract.

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SCHEDULE (B) TERMS OF REFERENCE

1.0 SCOPE OF WORK

The objective of this study is to assess the roof condition and maintenance requirements of the Municipality of Clarington's facilities through an audit and condition assessment.

The consultant shall prepare a comprehensive investigation report containing a detailed plan of the existing roof system. The report shall include observations, photographs, conclusions, recommendations and replacement cost estimate(s). The consultant is to quantify the extent of the maintenance requirements and to prioritize the work which must be done.

The Municipality of Clarington owns an estimated forty (40) buildings. If there are budgetary limitations, the Municipality of Clarington reserves the right to award a portion of the roof assessments for 2009 and the remaining locations in 2010.

The successful consultant hired to complete the roof assessment will not be permitted to bid on the roof repairs and/or replacement requirements.

2.0 REQUIREMENTS

The roof assessment shall include: an examination of roof membrane, flashings, sheet metal flashings, drains, and gutters; an evaluation of observed conditions that might impact the roof system's long-term performance; documentation of deficiencies requiring corrective action; and development of long-range preventive maintenance needs.

Survey documentation should consist of a written report or checklist, photographs, and notes on a roof plan indicating conditions observed. The roof plan should supply enough data to facilitate performance of the required repairs.

The study will provide the following deliverables.

- approximate age of roof;
- describe roof composition;
- provide notes on any known historical problems;
- determine if the roof system is performing according to its intended function;
- identify signs of weakness, deterioration or hazard (deficiency items);
- identification of current or ongoing maintenance items;
- identify needed repairs;
- prioritize repair recommendations;
- projected remaining life span of the roof;
- replacement cost for the roof in 2009 dollars and
- text and pictures to illustrate the roof condition.

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SCHEDULE (B) TERMS OF REFERENCE (continued)

This project is intended to create an inventory and condition assessment of roofs to identify the work required and estimated cost to restore the Municipality's facility roofs to an acceptable condition.

The study will provide deliverables that will become the basis for the Municipality of Clarington's roof inventory and corporate approach to:

- (a) assess current building roofs and reporting their condition;
- (b) determine operating/maintenance management system to repair and/or replace the roof structures and
- (c) establish, implement and prioritize a twenty-five (25) year capital budget forecast for the maintenance, repair and replacement of building roofs.

The consultant should describe the survey methodology and procedures to be used in the roof building assessment study to be conducted in order to achieve the required deliverables.

The consultant shall conduct a site survey of the Municipality's facility roof structures and consolidate the information into a report which responds to the required deliverables. The consultant must provide an electronic copy of the draft report and an electronic final report and four (4) printed bound copies of the final report.

The consultant will be required to meet with the municipal representative responsible for this project on an 'as required' basis to provide written monthly status reports as the study progresses.

The primary contacts for this project include:

Catherine Carr, Capital Asset Manager	905 623 3379 ext. 284
Rob Groen, Lead Hand Building Services	905 260 4224
Mike Williams, Facility Maintenance Lead Hand	905 260 0748
Len Hunter, Facilities Supervisor	905 260 2783

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SCHEDULE (B) TERMS OF REFERENCE (continued)

3.0 LOCATIONS

Location	Address
Animal Shelter	33 Lake Road, Bowmanville L1C 4P8
Building Service Maintenance Shop	Lake Road, Bowmanville L1C 4P8
Baseline Community Hall	2444 Baseline Road, Bowmanville
Bowmanville/Clarington Museum	37 Silver St., Bowmanville, L1C 3K9
Bowmanville Cemetery	1330 Haines St. Bowmanville L1C 4R2
Bowmanville Indoor Soccer Facility	2375 Baseline Road, Bowmanville, L1C 3K3
Brownsdale Community Hall	2219 Golf Course Rd., Box 6 Newcastle, L1B 1L9
Clarington Beech Centre	26 Beech Avenue, Bowmanville L1C 3A2, PO Box 134, L1C 3K9
Clarington Fitness Centre	49 Liberty St. N. Bowmanville L1C 2L8
Clarington Museums & Archives, Sarah Jane Williams Heritage Centre	62 Temperance St., Bowmanville L1C 3A8
Clarington Library	Bowmanville Main Branch, 163 Church St., Bowmanville, L1C 1T7
Orono Library	Clarke Branch, 127 Church Street, Orono, ON L0B 1M0
Courtice Community Centre	Courtice Branch, 2950 Courtice Road North, Courtice
Clarke Museum (2 buildings)	7086 Old Kirby School Rd, Hwy 35/115 At Reg. Rd 9
Courtice Community Centre	2950 Courtice Rd. N., Courtice L1E 2H8
Darlington Sports Centre	2276 Taunton Road, Hampton L0B 1J0 (263-2906)
Depot 42 - Operations Cemetery Bldg	178 Darlington Clarke Townline Road- Depot 42
Clarington Community Resource Centre Old Fire Court Building	132 Church Street, Bowmanville
Former Pumping Station	181 Port Darlington Rd, Bowmanville
Garnet B. Rickard Complex	2440 King St. W., Bowmanville L1C 1K5
Hampton Community Hall	5360 Old Scugog Rd, Hampton L0B 1J0
Hampton Operations Centre	2320 Taunton Rd., Hampton L0B 1J0
Haydon Hall	2503 Conc. Rd. 8, Haydon
Kendal Community Centre	6742 Regional Rd 18 (Newtonville Rd), Kendal
Memorial Club House	120 Liberty St. S., Bowmanville
Municipal Administrative Centre	40 Temperance St., Bowmanville L1C 3A6
Newcastle Arena	103 Caroline St. W., Newcastle L1B 1H1
Newcastle Community Hall	20 King Street West, Newcastle
Newtonville Hall	21 Church St., Newtonville
Orono Arena	2 Princess Street, Orono, L0B 1M0
Orono Operations Centre	3585 Taunton Road, Orono L0B 1M0
Orono Town Hall	5315 Main Street, Orono L0B 1M0

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SCHEDULE (B) TERMS OF REFERENCE (continued)

Location	Address
Solina Community Hall	1964 Concession Road 6, Hampton, L0B 1J0
S. Courtice Rec. Complex Arena	1595 Prestonvale Rd, Courtice, L1E 2P2
Station Five - Fire Dept.	2354 Conc. Rd. 8, Enniskillen L1C 3K2
New Station Four - Fire Dept.	2611 Trulls Rd, Courtice, L1E 2N3
Station One – Fire Dept.	2430 King St. W., Bowmanville L1C 3K7
Station Three - Fire Dept.	5708 Main St. Orono L0B 1M0
Station Two - Fire Dept	247 King St. E, Newcastle L1B 1H4
Tourist Information Centre	181 Liberty Street South, Bowmanville L1C 3A2
Tyrone Community Centre	2716 Conc. Rd. 7, Tyrone
Visual Arts Centre	143 Simpson Ave. Bowmanville L1C 2J2

4.0 REFERENCES

The Municipality of Clarington, intends to perform reference checks. Please provide at least three (3) references providing the following information:

- Name and address,
- Contact name, position and telephone number,
- Description of contract,
- Duration of project, and
- Value of contract.

5.0 PAGE LIMITATION

The request for proposal should be a maximum of 20 (twenty) pages excluding resumes.

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SCHEDULE (C) STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

Municipality - The Corporation of the Municipality of Clarington, its successors and assigns.

Bidder - The person, firm or corporation submitting a bid to the Municipality.

Company - The person, contractor, firm or corporation to whom the Municipality has awarded the contract, its successors and assigns.

Contract - The purchase order authorizing the company to perform the work, purchase order alterations, the document and addenda, the bid, and surety.

Subcontractor - A person, firm or corporation having a contract with the company for, or any part of, the work.

Document - The document(s) issued by the Municipality in response to which bids are invited to perform the work in accordance with the specifications contained in the document.

Bid - An offer by a Bidder in response to the document issued by the Municipality.

Work - All labour, materials, products, articles, fixtures, services, supplies, and acts required to be done, furnished or performed by the company, which are subject to the Contract.

2. SUBMISSION OF BID

Bid invitation shall be in accordance with the Municipality of Clarington Purchasing By-law #2006-127 and will apply for the calling, receiving, and opening of bids. The Municipality will be responsible for evaluating bids, awarding and administering the contract in accordance with the Purchasing By-law.

The bid must be submitted on the form(s) and in the envelope supplied by the Municipality unless otherwise provided herein. The envelope must not be covered by any outside wrappings, i.e. courier envelopes or other coverings.

The bid must be signed by a designated signing officer of the Bidder.

If a joint bid is submitted, it must be signed on behalf of each of the Bidders.

The bid must be legible, written in ink, or typewritten. Any form of erasure, strikeout or over-writing must be initialled by the Bidder's authorized signing officer.

The bid must not be restricted by a covering letter, a statement added, or by alterations to the document unless otherwise provided herein.

Failure to return the document or invitation may result in the removal of the Bidder from the Municipality's bidder's list.

A bid received after the closing date and time will not be considered and will be returned, unopened.

Should a dispute arise from the terms and conditions of any part of the contract, regarding meaning, intent or ambiguity, the decision of the Municipality shall be final.

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SCHEDULE (C) STANDARD TERMS AND CONDITIONS (continued)

3. CONTRACT

The contract consists of the documents aforementioned as defined in Section 1, Definitions, Contract.

The contract and portions thereof take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The intent of the contract is that the Company shall supply work which is fit and suitable for the Municipality's intended use and complete for a particular purpose.

None of the conditions contained in the Bidder's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Municipality and specifically referred to in the purchase order.

4. CLARIFICATION OF THE DOCUMENT

Any clarification of the document required by the Bidder prior to submission of its bid shall be requested through the Municipality's contact identified in the document. Any such clarification so given shall not in any way alter the document and in no case shall oral arrangements be considered.

Every notice, advice or other communication pertaining thereto will be in the form of a written addendum.

No officer, agent or employee of the Municipality is authorized to alter orally any portion of the document.

5. PROOF OF ABILITY

The bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

6. DELIVERY

Unless otherwise stated, the work specified in the bid shall be delivered or completely performed by the Company as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion after receipt of a purchase order therefore.

A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment, shall accompany each delivery thereof. Receiving by a foreperson, storekeeper or other such receiver shall not bind the Municipality to accept the work covered thereby, or the particulars of the delivery ticket or piece tally thereof.

Work shall be subject to further inspection and approval by the Municipality.

The Company shall be responsible for arranging the work so that completion shall be as specified in the contract.

Time shall be of the essence of the contract.

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SCHEDULE (C) STANDARD TERMS AND CONDITIONS (continued)

7. PRICING

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. destination.

Prices shall be firm for the duration of the contract.

Prices bid must include all incidental costs and the Company shall be deemed to be satisfied as to the full requirements of the bid. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. Should the Company require more information or clarification on any point, it must be obtained prior to the submission of the bid.

Payment shall be full compensation for all costs related to the work, including operating and overhead costs to provide work to the satisfaction of the Municipality.

All prices quoted shall include applicable customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work. Goods and Services Tax and Provincial Sales Tax shall be extra and not shown, unless otherwise specified herein.

If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes.

Should any additional tax, duty or any variation in any tax or duty be imposed by the Government of Canada or the Province of Ontario become directly applicable to work specified in this document subsequent to its submission by the Bidder and before the delivery of the work covered thereby pursuant to a purchase order issued by the Municipality appropriate increase or decrease in the price of work shall be made to compensate for such changes as of the effective date thereof.

8. TERMS OF PAYMENT

Where required by the Construction Lien Act appropriate monies may be held back until 60 days after the completion of the work.

Payments made hereunder, including final payment shall not relieve the company from its obligations or liabilities under the contract.

Acceptance by the company of the final payment shall constitute a waiver of claims by the company against the Municipality, except those previously made in writing in accordance with the contract and still unsettled.

The Municipality shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of it.

Payment may be made 30 days after delivery pursuant to the Bidder submitting an invoice, contract requirements being completed and work being deemed satisfactory.

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SCHEDULE (C) STANDARD TERMS AND CONDITIONS (continued)

9. PATENTS AND COPYRIGHTS

The company shall, at its expense, defend all claims, actions or proceedings against the Municipality based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the Municipality all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the Municipality by reason thereof.

The company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the company shall forthwith either secure for the Municipality the right to continue using the work or shall at the company's expense, replace the infringing work with non-infringing work or modify it so that the work no longer infringes.

10. ALTERNATES

Any opinion with regard to the use of a proposed alternate determined by the Municipality shall be final. Any bid proposing an alternate will not be considered unless otherwise specified herein.

11. EQUIVALENCY

Any opinion determined by the Municipality with respect to equivalency shall be final.

12. ASSIGNMENT AND SUBCONTRACTING

The company shall not assign or subcontract the contract or any portion thereof without the prior written consent of the Municipality.

13. FINANCING INFORMATION REQUIRED OF THE COMPANY

The Municipality is entitled to request of the Company to furnish reasonable evidence that financial arrangements have been made to fulfil the Company's obligations under the Contract.

14. LAWS AND REGULATIONS

The company shall comply with relevant Federal, Provincial and Municipal statutes, regulations and by-laws pertaining to the work and its performance. The company shall be responsible for ensuring similar compliance by suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

15. CORRECTION OF DEFECTS

If at any time prior to one year after the actual delivery date or completion of the work (or specified warranty/guarantee period if longer than one year) any part of the work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, the company, upon request, shall make good every such defect, deficiency or failure without cost to the Municipality. The company shall pay all transportation costs for work both ways between the company's factory or repair depot and the point of use.

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SCHEDULE (C) STANDARD TERMS AND CONDITIONS (continued)

16. BID ACCEPTANCE

The Municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bids and to award contracts to one or more bidders submitting identical bids as to price; to accept or reject any bids in whole or in part; to waive irregularities and omissions, if in so doing, the best interests of the Municipality will be served. No liability shall accrue to the Municipality for its decision in this regard.

Bids shall be irrevocable for 90 days after the official closing time.

The placing in the mail or delivery to the Bidder's shown address given in the bid of a notice of award to a bidder by the Municipality shall constitute notice of acceptance of contract by the Municipality to the extent described in the notice of award.

The Municipality reserves the right to reject a Bid from any Bidder based on the following considerations:

- a Bidder or a subcontractor of a Bidder has an outstanding legal action against the Corporation, or the Corporation has an outstanding legal action against a Bidder or a subcontractor of the Bidder;
- a Bidder owes money including, but not limited to outstanding property taxes owed to the Corporation; and
- a Bidder is not in compliance with the Corporation's Corporate Policies and by-laws including Property Standards By-law.

17. DEFAULT BY COMPANY

- a. If the Company 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 company makes a general assignment for the benefit of its creditors; then, in any such case, the Municipality may, without notice: terminate the contract.
- b. If the Company fails to comply with any request, instruction or order of the Municipality; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the contract or any portion thereof without the Municipality's prior written consent; or refuses to correct defective work; 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 Municipality may, upon expiration of ten days from the date of written notice to the company, terminate the contract.
- c. Any termination of the contract by the Municipality, as aforesaid, shall be without prejudice to any other rights or remedies the Municipality may have and without incurring any liability whatsoever in respect thereto.
- d. If the Municipality terminates the contract, it is entitled to:
 - i) take possession of all work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the work by whatever means the Municipality may deem appropriate under the circumstances;

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SCHEDULE (C) STANDARD TERMS AND CONDITIONS (continued)

- ii) withhold any further payments to the company until the completion of the work and the expiry of all obligations under the Correction of Defects section;
- iii) recover from the company loss, damage and expense incurred by the Municipality by reason of the company's default (which may be deducted from any monies due or becoming due to the company, any balance to be paid by the company to the Municipality).

18. CONTRACT CANCELLATION

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

19. QUANTITIES

Unless otherwise specified herein, quantities are shown as approximate, are not guaranteed to be accurate, are furnished without any liability on behalf of the Municipality and shall be used as a basis for comparison only.

Payment will be by the unit complete at the bid price on actual quantities deemed acceptable by the Municipality.

20. SAMPLES

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

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

Samples submitted must be accompanied by current Material Safety Data Sheets (MSDS) where applicable.

21. SURETY

The successful tenderer shall, if the Municipality in its absolute discretion so desires, be required to satisfy surety requirements by providing a deposit in the form of a certified cheque, bank draft or money order or other form of surety, in an amount determined by the Municipality. This surety may be held by the Municipality until 60 days after the day on which all work covered by the contract has been completed and accepted. The surety may be returned before the 60 days have elapsed providing satisfactory evidence is provided that all liabilities incurred by the company in carrying out the work have expired or have been satisfied and that a Certificate of Clearance from the WSIB - Workplace Safety Insurance Board has been received.

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SCHEDULE (C) STANDARD TERMS AND CONDITIONS (continued)

The company shall, if the Municipality in its absolute discretion so desires, be required to satisfy fidelity bonding requirements by providing such bonding in an amount and form determined by the Municipality.

Failure to furnish required surety within two weeks from date of request thereof by the Municipality shall make the award of the Contract by the Municipality subject to withdrawal.

22. WORKPLACE SAFETY AND INSURANCE BOARD

All of the Contractor's personnel must be covered by the insurance plan under the Workplace Safety and Insurance Act, 1997, or must provide an identification number from the WSIB verifying their status as an "Independent Operator". Upon request by the Municipality, an original Letter of Good Standing from the Workplace Safety and Insurance Board shall be provided prior to the commencement of work indicating all payments by the Company to the board have been made. Prior to final payment, a Certificate of Clearance must be issued indicating all payments by the Company to the Board in conjunction with the subject Contract have been made and that the Municipality will not be liable to the Board for future payments in connection with the Company's fulfilment of the contract. Further Certificates of Clearance or other types of certificates shall be provided upon request.

For Independent contractors / Owners / Operators who do not have WSIB coverage, the following shall be provided upon request by the Calling Agency:

- Single Independent Contractors / Owners / Operators shall provide a letter from the Workplace Safety & Insurance Board confirming independent operator status and identification number. To obtain this, contractors must complete the form "Determining worker/Independent Operator status", issued by the Workplace Safety & Insurance Board. (For more information, please contact your local Workplace Safety & Insurance Board Office and refer to this clause.)
- Single Independent Contractors / Owners / Operators must also provide a certificate from the Workplace Safety & Insurance Board confirming they have purchased the optional WSIB coverage.
- The Municipality of Clarington has the right to reject any bid it deems to provide insufficient coverage.

23. INSURANCE

The company shall maintain and pay for Comprehensive General Liability insurance including premises and all operations. This insurance coverage shall be subject to limits of not less than \$3,000,000.00 inclusive per occurrence for third party Bodily Injury and Property Damage or such other coverage or amount as may be requested.

The Company shall maintain and pay for Automobile Liability insurance in respect of licensed vehicles and shall have limits of not less than \$2,000,000.00 inclusive per occurrence covering all licensed vehicles owned or leased by the Company.

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SCHEDULE (C) STANDARD TERMS AND CONDITIONS (continued)

The policy shall include the Municipality as an additional insured in respect of all operations performed by or on behalf of the Company. A certified copy of such policy or certificate shall be provided to the municipality prior to commencement of the work. Further certified copies shall be provided upon request.

The Policies shall be endorsed to provide that the Municipality is to receive not less than 30 days notice in writing in advance of any cancellation, material amendment, or change restricting coverage. Written notice shall be personally delivered to or sent by registered mail to the Agency.

The Company will ensure that any and all Subcontractors also have valid Insurance coverage.

24. LIABILITY

The company agrees to defend, fully indemnify and save harmless the Municipality from all actions, suits, claims, demands, losses, costs, charges and expenses whatsoever for all damage or injury including death to any person and all damage to any property which may arise directly or indirectly by reason of a requirement of the contract, save and except for damage caused by the negligence of the Municipality or its employees.

The Company agrees to defend, fully indemnify and save harmless the Municipality from any and all charges, fines, penalties and costs that may be incurred or paid by the Municipality if the Municipality or any of its employees shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the Act arising out of this contract.

25. VISITING THE SITE

The Company shall carefully examine the site and existing building and services affecting the proper execution of the work, and obtain a clear and comprehensive knowledge of the existing conditions. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable, prior to the date of submission of Bid. Bidders shall accept sole responsibility for any error or neglect on their part in this respect.

26. SAFETY

The Company shall obey all Federal, Provincial and Municipal Laws, Act, Ordinances, Regulations, Orders-in-Council and By-laws, which could in any way pertain to the work outlined in the Contract or to the Employees of the Company.

Without limiting the generality of the foregoing, the Company shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a contractor, a Constructor and/or Employer with respect to or arising out of the performance of the Company's obligations under this Contract.

The Company shall be aware of and conform to all governing regulations including those established by the Municipality relating to employee health and safety. The Company shall keep employees and subcontractors informed of such regulations.

The Company shall provide Material Safety Data Sheets (MSDS) to the Municipality for any supplied Hazardous Materials.

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SCHEDULE (C) STANDARD TERMS AND CONDITIONS (continued)

27. UNPAID ACCOUNTS

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

28. SUSPENSION OF WORK

The Municipality may, without invalidating the contract, suspend performance by the Company from time to time of any part or all of the work for such reasonable period of time as the Municipality may determine.

The resumption and completion of work after the suspension shall be governed by the schedule established by the Municipality.

29. CHANGES IN THE WORK

The Municipality may, without invalidating the contract, direct the Company to make changes to the work. When a change causes an increase or decrease in the work, the contract price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices, by an amount to be agreed upon between the Municipality and the Company. All such changes shall be in writing and approved by the Municipality.

30. CONFLICT OF INTEREST

No employee or member of Council of the Municipality shall sell goods or services to the Municipality in accordance with the Municipality of Clarington Policy or have a direct or indirect interest in a Company or own a Company which sells goods or services to the Municipality.

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

All correspondence, documentation, and information provided to staff of the Municipality of Clarington by every offerer, including the submission of proposals, shall become the property of the Municipality, and as such, is subject to the Municipal Freedom of Information and Protection of Privacy Act, and may be subject to release pursuant to the Act.

Offerers are reminded to identify in their proposal material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete proposals are not to be identified as confidential.

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SCHEDULE (C) STANDARD TERMS AND CONDITIONS (continued)

32. CRIMINAL BACKGROUND CHECKS

“The successful service provider covenants and agrees to provide the Municipality of Clarington, or such other entity as the Municipality may designate, with written consent to perform a criminal background check including Criminal Code (Canada) convictions, pardoned sexual offences, records or convictions under the Controlled Drugs and Substances Act, Narcotics Control Act and Food and Drugs Act and all outstanding warrants and charges for every individual who may come into direct contact with youth or who are permitted entrance to private or restricted areas or residences. This will be done at no cost to the Municipality and any such requested document will be submitted to the Municipality in its true form in advance of commencement of work.

The Municipal issued identification card must be worn when individuals are at a site where there is direct contact with youth or where access to any private or restricted area is anticipated. The Municipal identification card is valid for the term of the contract only or a one year term, whichever comes first. Under the terms of the contract, the Municipality has the sole and unfettered discretion to prohibit an individual from coming into direct contact with youth or entering a private or restricted area on a regular basis and to terminate the contract if the bidder/partner fails to obtain or renew the Municipal identification cards according to Municipal policy and procedure.

The Municipality of Clarington reserves the right to cancel and/or suspend the contract immediately and unilaterally and without penalty to the Municipality should the service provider fail to provide the required documentation or otherwise adhere to this procedure. “The Chief Administrative Officer has the final say in determining any final action.”

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SCHEDULE (D) CONTRACTOR SAFETY

POLICY AND PROCEDURE

POLICY:

Contractors and Sub-contractors are responsible to ensure that their personnel are updated on all safety concerns of the workplace and are aware of the safety requirements as required by the Contractor under the Occupational Health and Safety Act. Safety performance will be a consideration in the awarding of contract. Under the Occupational Health and Safety Act (Section 23 (1), (2)), it is the constructor's responsibility to ensure that:

- the measures and procedures prescribed by the Occupational Health and Safety Act and the Regulations are carried out on the project;
- every employer and every worker performing work on the project complies with the Occupational Health and Safety Act and the Regulations (under the Act); and
- where so prescribed, a constructor shall, before commencing any work on a project, give to a Director notice in writing of the project containing such information as may be prescribed.

DEFINITIONS:

Contractor - any individual or firm engaged by the Municipality to do work on behalf of the Municipality

Project - means a construction project, whether public or private, including:

- the construction of a building, bridge, structure, industrial establishment, mining plant, shaft tunnel, caisson, trench, excavation, highway, railway, street, runway, parking lot, cofferdam, conduit, sewer, watermain, service connection, telegraph, telephone or electrical cable, pipe line, duct or well, or any combination thereof;
- the moving of a building or structure; and
- any work or undertaking, or any lands or appurtenances used in connection with construction.

Construction - includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project.

Constructor - means a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project himself or by more than one employer.

Project Manager - means the municipal management representative who has responsibility for a contract.

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SCHEDULE (D) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

PROCEDURE:

The following items are required before any Contractors are hired by the Municipality:

- a) Before beginning a project, the project manager or designate must determine whether any designated substances/hazardous materials are (or will be) present at the site and prepare a list of all these substances.
- b) The project manager or designate must include, as part of the request for Tender, a copy of the above mentioned list. The list of designated substances/hazardous materials must be provided to all prospective constructors and/or contractors.
- c) The request for Tender will require prospective contractors to include a list of the designated substances/hazardous materials that will be brought onto the work site and material safety data sheets.
- d) Before awarding a contract, the contractor(s) will be required to complete and sign the Health and Safety Practice Form (Schedule "A"). The Purchasing Office will maintain all contractors' safety performance records.
- e) As part of the Tender conditions, before award of a contract, the contractor must provide details of their Health and Safety program.
- f) The project manager or designate, if necessary, will provide the successful contractor with a workplace orientation which will include, but not be limited to identifying known potential hazards, hazardous material inventory and material safety data sheets for the sites.
- g) Before the start of the assignment the following documentation will be provided to the successful contractor, by the project manager or delegate:
 - i) copies of the Municipal Corporate Health and Safety Program
 - ii) departmental health and safety policies
 - iii) workplace procedures regarding health and safety practices
- h) The contractor has the responsibility to provide any and all prescribed personal protective equipment for their own workers, to include as a minimum but not limited to hard hats and safety boots. If a worker(s) fails to comply with any program, policy, rule or request regarding health and safety, that person(s) is not allowed on the site until the person(s) complies.
- i) The Municipality will retain the right to document contractors for all health and safety warnings and/or to stop any contractors' work if any of the previously mentioned items are not in compliance. Similarly, the Municipality will have the right to issue warnings and/or to stop work if there are any violations by the contractor of the Occupational Health and Safety Act, Municipal Health and Safety programs, policies, rules, and/or if the contractor creates an unacceptable health and safety hazard. Written warnings and/or stop work orders can be given to contractors using Contractor Health and Safety Warning/Stop Work Order Form (Schedule "B").

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SCHEDULE (D) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

PROCEDURE:

- j) Where applicable, the Municipality will retain the right to allow municipal employees to refuse to work in accordance with the established policy and the Occupational Health and Safety Act, in any unsafe conditions.
- k) The Purchasing Department will maintain current certificates of clearance until all monies owing have been paid to the contractor.
- l) Responsibility for ensuring contractor compliance to this policy falls upon the project manager or designate. This will include identification, evaluation and control practices and procedures for hazards and follow-up and issuing of Contractor Health and Safety Warning/Stop Work Orders.

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SCHEDULE (D) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

Section "A"

HEALTH AND SAFETY PRACTICE FORM

To Contractor(s):

The Municipality of Clarington is committed to a healthy and safe working environment for all workers. To ensure the Municipal workplace is a healthy and safe working environment, contractors, constructors and subcontractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety.

In order to evaluate your company's health and safety experience, please provide the accident/incident and/or Workplace Safety Insurance Board (WSIB) information noted below, where applicable.

- The New Experimental Experience Rating (NEER)
 - The WSIB experience rating system for non-construction rate groups.

.....

- The Council Amended Draft #7 (CAD-7) Rating
 - The WSIB experience rating system for construction rate groups.

.....

- Injury frequency performance for the last two years
 - This may be available from the contractor's trade association.

.....

- Has the contractor received any Ministry of Labour warnings or orders in the last two years? (If the answer is yes, please include the infraction).

- Confirmation of Independent Operator Status
 - The WSIB independent operator number assigned: _____

(Bidders to include the letter confirming this status and number from WSIB with their bid submission).

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SCHEDULE (D) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

CONTRACTOR'S STATEMENT OF RESPONSIBILITY

As a contractor working for the Municipality of Clarington, I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Municipal safety policies, department and site specific policies and procedures and other applicable legislation or regulations. I/we will work safely with skill and care so as to prevent an accidental injury to ourselves, fellow employees and members of the public.

1. The contractor/successful tenderer certifies that it, its employees, its subcontractors and their employees:
 - a) are aware of their respective duties and obligations under the Occupational Health and Safety Act, as amended from time to time, and all Regulations thereunder (the "Act"); and
 - b) have sufficient knowledge and training to perform all matters required pursuant to this contract/tender safely and in compliance with the Act.
2. In the performance of all matters required pursuant to this contract/Tender, the contractor/successful tender shall:
 - a) act safely and comply in all respects to the Act, and
 - b) ensure that its employees, its subcontractors and their employees act safely and comply with all aspects with the Act.
3. The contractor/successful tenderer shall rectify any unsafe act or practice and any non-compliance with the Act at its expense immediately upon being notified by any person of the existence of such act, practice or non-compliance.
4. The contractor/successful tenderer shall permit representatives of the Municipality and the Health and Safety Committee on the site at any time or times for the purpose of inspection to determine compliance with this contract/tender.
5. No act or omission by any representative of the Municipality shall be deemed to be an assumption of any of the duties or obligations of the contractor/successful tenderer or any of its subcontractors under the Act.
6. The contractor/successful tenderer shall indemnify and save harmless the Municipality:
 - a) from any loss, inconvenience, damage or cost to the Municipality which may result from the contractor/successful tenderer or any of its employees, its subcontractors or their employees failing to act safely or to comply in all respects with the Act in the performance of any matters required pursuant to this contract/tender;
 - b) against any action or claim, and costs related thereto, brought against the Municipality by any person arising out of any unsafe act or practice or any non-compliance with the Act by the contractor/successful tenderer or any of its employees, its subcontractors or their employees in the performance of any matter required pursuant to this contract/tender; and
 - c) from any and all charges, fines, penalties and costs that may be incurred or paid by the Municipality (or any of its council members or employees) shall be made a party to any charge under the Act in relation to any violation of the Act arising out of this contract/tender.

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SCHEDULE (D) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

CONTRACTOR ACCEPTANCE

Schedule "C" Contractor Safety – Policy Procedures, Health & Safety Practice, Pages 23– 30 have been reviewed and accepted by the contractor.

Contractor

Name of Person Signing for Contractor

Signature of Contractor

Date

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SCHEDULE (D) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

Section "B"

CONTRACTOR HEALTH AND SAFETY WARNING/STOP WORK ORDER

The purpose of this form is to: (Issuer to check one of the following)

- ☐ Provide warning to the contractor to immediately discontinue the unsafe work practices, if it affects our workplace, described below.
- ☐ Direct the contractor to immediately cease all work being performed under this contract due to the unsafe work practice described below.

FAILURE TO COMPLY WITH THIS WARNING/STOP WORK ORDER SHALL CONSTITUTE A BREACH OF CONTRACT.

PART "A" - DETAILS OF CONTRACT

CONTRACTOR/P.O. # _____

DESCRIPTION:

NAME OF FIRM: _____

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SCHEDULE (D) CONTRACTOR SAFETY (continued)

POLICY AND PROCEDURE:

PART "B" - DETAILS OF INFRACTION (TO BE COMPLETED BY ISSUER)

DATE AND TIME OF INFRACTION _____		
DESCRIPTION OF INFRACTION, INCLUDING LOCATION:		

ORDER GIVEN BY MUNICIPALITY:		

DID THE CONTRACTOR COMPLY WITH THIS ORDER?		

DATE AND TIME OF COMPLIANCE:		

ISSUED TO:	_____	_____
	CONTRACTOR'S EMPLOYEE	TITLE
ISSUED BY:	_____	_____
	MUNICIPAL EMPLOYEE	DEPARTMENT TITLE

PART "C" - ADDITIONAL COMMENTS

THIS SECTION TO BE USED INTERNALLY TO RECORD ADDITIONAL COMMENTS SUBSEQUENT TO ISSUING THE WARNING/STOP WORK ORDER, I.E. DATE AND TIME WORK RESUMED, FURTHER ACTION TAKEN, ETC.
--

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SCHEDULE (E) INTERNAL EVALUATION CHECKLIST

PART A - PROPOSAL EVALUATION FORM

The selection of the winning proposals will be based on a numerical scoring system. There are six categories by which the proposals will be evaluated. The proposals will be assigned a score for each category as outlined in the table below. Each category will be weighted as shown to reflect the goals for this project.

RATING		DESCRIPTION
5	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways very desirable.
3	Good	Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to the Municipality's needs.
2	Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
1	Poor	Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. Lacking in critical areas.
0	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

This evaluation table is provided to give the evaluation team a basis for scoring the proposals and interviews. Even though evaluations will be done by members who will grade them differently, the main focus for each person doing the rating, is to be consistent in scoring all proposals.

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SCHEDULE (E) INTERNAL EVALUATION CHECKLIST

PART A – BID SUBMISSION PROPOSAL EVALUATION FORM

Company _____ Evaluator _____

Item	Criteria	Rating (0 – 5)	Weight	Actual Score	Possible Score
PART A – PROPOSAL SUBMISSION					
1	Company Background:		10		50
	experience in corporate roof assessments				
	similar contracts completed within past 5 years				
	evidence of project management skills				
	experience and qualifications of service staff assigned to this contract				
	ability to meet service requirements				
	commitment to client satisfaction				
	years of experience				
2	References:		8		40
	municipal government experience				
	evidence of contracts and satisfied clients				
	reference information complete (Terms of Reference Item 4.0)				
	timely completion of inspections and reporting				
3	Pricing/Cost:		6		30
	unit cost for each facility				
	competitive price				
	value added services				
4	Training & Education & Communication:		4		20
	evidence of health and safety training				
	evidence of employee training				
	ability of management and workers to communicate effectively				
	ability of management and workers to communicate effectively with the client				
5	Proposed Report		8		40
	report meets requirements in Terms of Reference				
	report includes written text and photographs				
	report is well organized and complete				
6	Proposal Quality:		4		20
	organization and clarity				
	completeness and content				
	overall presentation				
	maximum of 20 pages (excluding resumes)				
	SUBTOTAL				200

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SCHEDULE (E) INTERNAL EVALUATION CHECKLIST

PART B – REFERENCE CHECK PROPOSAL EVALUATION FORM

Company _____ Evaluator _____

Item	Criteria	Rating (0 – 5)	Weight	Actual Score	Possible Score
	PART B – REFERENCE CHECKS				
1	Dependability		10		50
	Was the project schedule adhered to?				
	What is the response time to concerns?				
	Have the customer expectations been met?				
2	Timeliness		3		15
	Was the service as expected?				
	Was the service as promised?				
3	Reference Checks		10		50
	Were references satisfied with the quality of services?				
	Is there a good working rapport?				
	Would the reference retain the services of the company for future projects?				
4	Overall Performance		3		15
	Were references satisfied with overall performance of company and project personnel with assignments?				
		SUBTOTAL			130

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SCHEDULE (E) INTERNAL EVALUATION CHECKLIST

PART C – PROPONENT INTERVIEW PROPOSAL EVALUATION FORM

Company _____ Evaluator _____

Item	Criteria	Rating (0 – 5)	Weight	Actual Score	Possible Score
	PART C – PROPONENT INTERVIEW (if required)				
1	Ability to Communicate		5		25
	clear, concise correspondence				
	impression of proposal presentation				
	compatibility with municipal staff				
	clear expression of proposed methodology and management approach				
	consistency with written proposal				
2	Overall Impression/Presentation		5		25
	were all questions clearly answered				
	creativity in past experience/projects				
	demonstrate a commitment to the project				
3	Attention to Concerns/Questions		5		25
	did the team members understand the questions/concerns				
	the ability of the team members to address questions/or concerns				
4	Ability to Understand Requirements and Identify Practical Solutions		5		25
	did the team members understand the requirements				
	did the team members demonstrate problem solving skills with respect to short and long term objectives and goals and timelines				
		SUBTOTAL			100

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SCHEDULE (F) FORM OF PROPOSAL PRICING SCHEDULE

Selection of Successful Bids/Proposals

Selection of successful Bids/Proposal will be based on a number of factors including but not limited to:

- Compliance with all specifications and instructions contained in the Request for Proposal;
- Company Background (i.e., experience in corporate facility assessment, similar projects completed; evidence of project management skills; commitment to client satisfaction)
- References (i.e., municipal government experience, quality of finished report, client satisfaction, timely completion of inspections and reporting)
- Pricing/Cost (i.e., outlined as per pricing sheet; value added services available;
- Safety Training/Education;
- Proposed Report (example of a roof assessment report meeting the requirements outlined); and
- Proposal Quality.

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SCHEDULE (F) FORM OF PROPOSAL PRICING SCHEDULE (continued)

Prices proposed shall be payable in Canadian Funds, F.O.B. destination, unless otherwise indicated. Ontario Retail Sales tax and the Federal Goods and Services Tax, if applicable, shall be quoted as a separate item.

BIDDERS MUST COMPLETE THE FOLLOWING COSTING INFORMATION FOR THIS REQUEST FOR PROPOSAL.

IMPORTANT:

I/We the undersigned do herewith acknowledge receipt of addenda number _____ to _____ issued during the bidding period and have prepared the bid accordingly.

I/We the undersigned hereby agree to supply all necessary labour, materials, equipment, preparation and supervision to complete this contract, as per all terms, conditions and specifications set forth herein for the prices bid as follows:

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICES
1	Animal Shelter		\$
1	Building Service Maintenance Shop		\$
1	Baseline Community Hall		\$
1	Bowmanville/Clarington Museum		\$
1	Brownsdale Community Hall		\$
1	Clarington Beech Centre		\$
1	Clarington Fitness Centre		\$
1	Clarington Museums & Archives, Sarah Jane Williams Heritage Centre		\$
1	Clarington Library		\$
1	Courtice Community Centre		\$
1	Clarke Museum (2 buildings)		\$
1	Courtice Community Centre		\$
1	Darlington Sports Centre		\$
1	Depot 42 - Operations Cemetery Bldg		\$
1	Clarington Community Resource Centre Old Fire Court Building		\$
1	Former Pumping Station		\$
1	Garnet B. Rickard Complex		\$
1	Hampton Community Hall		\$
1	Hampton Operations Centre		\$
1	Haydon Hall		\$
1	Kendal Community Centre		\$
1	Memorial Club House		\$
1	Municipal Administrative Centre		\$
1	Newcastle Arena		\$
1	Newcastle Community Hall		\$
1	Newtonville Hall		\$

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SCHEDULE (F) FORM OF PROPOSAL PRICING SCHEDULE (continued)

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICES
1	Orono Arena		\$
1	Orono Operations Centre		\$
1	Orono Town Hall		\$
1	Solina Community Hall		\$
1	S. Courtice Rec. Complex Arena		\$
1	Station Five - Fire Dept.		\$
1	New Station Four - Fire Dept.		\$
1	Station One – Fire Dept.		\$
1	Station Three - Fire Dept.		\$
1	Station Two - Fire Dept		\$
1	Tourist Information Centre		\$
1	Tyrone Community Centre		\$
1	Visual Arts Centre		\$
		Subtotal	\$ _____
		5% G.S.T.	\$ _____
		Grand Total	\$ _____
GUARANTEED DELIVERY OR COMPLETION DATE UPON RECEIPT OF OFFICIAL ORDER:		CASH DISCOUNT AND TERMS:	
ORIGIN OF GOODS CITY & COUNTRY:		GOODS TO BE SHIPPED FROM CITY & COUNTRY:	
GOODS AND SERVICES TAX REGISTRATION NUMBER:			
WSIB CERTIFICATE NUMBER:			
INSURANCE COMPANY AND COVERAGE:			

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SCHEDULE (F) FORM OF PROPOSAL PRICING SCHEDULE (continued)

Declarations

We hereby declare that:

1. we agree to complete the work in compliance with the Request for Proposal on or before _____, 2009.
2. no person, firm, or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;
3. this Bid is open to acceptance for a period of 90 days from the date of the bid closing;
4. in submitting this Bid, we recognize that Owner may accept any Bid in whole or in part, or elect to reject all bids;
5. the Vendor agrees to indemnify and save harmless the Municipality from any and all claims and demands whatsoever, arising from or in any way connected with property damage to public and private property while performing services for the Municipality of Clarington.
6. I/we certify that I/we have no affiliation with, or reliance on benefits providers and our decisions/recommendations to the municipality will be unbiased and in the best interest of the municipality.

The undersigned, proponent agrees to supply and deliver all goods and/or services for prices (s) proposed to the Corporation of the Municipality of Clarington in accordance with all terms, specifications and conditions specified herein. A successful bidder must conform to all terms & conditions set forth on the official purchase order subsequently issued upon award, unless otherwise indicated by the Corporation of the Municipality of Clarington.

FIRM NAME: (Tenderer). _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ PRINT NAME AND TITLE: _____

TELEPHONE NUMBER: _____ DATE: _____

FAX NUMBER: _____

Years of Experience: _____

END

**THE CORPORATION OF THE MUNICIPALITY OF CLARINGTON
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SCHEDULE (G) INFORMATION SHEETS

NOTICE OF "NO BID"

CLOSING DATE: THURSDAY, SEPTEMBER 3, 2009

IMPORTANT - PLEASE READ THIS

It is important to the Municipality to receive a reply from all invited bidders. There is no obligation to submit a Request for Proposal (RFP), however, should you choose not to bid, completion of this form will assist the Municipality in determining the type of goods or services you are interested in bidding on in the future.

INSTRUCTIONS

If you are unable, or do not wish to bid on this RFP please complete the following portion of this form. State your reason for not bidding by checking yes or no in the applicable line or by explaining briefly in the space provided. It is not necessary to return any other RFP documents. Just return this completed form in the enclosed RFP envelope prior to the official closing time and date.

	Yes/No
1. We do not manufacture/supply this commodity	_____
2. We do not manufacture/supply to this specification	_____
3. Unable to quote competitively	_____
4. Cannot handle due to present plant loading	_____
5. Quantity/job too large	_____
6. Quantity/job too small	_____
7. Cannot meet delivery/completion requirements	_____
8. Agreements with distributors/dealers do not permit us to sell directly	_____
9. Licensing restrictions	_____

Other reasons or additional comments:

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

For Municipality Use Only
Do Not Write In This Space

Company
Name: _____

Address: _____

Telephone: _____

Position: _____

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SCHEDULE (G) INFORMATION SHEETS

PURCHASING OFFICE

REFERENCES

BIDDER'S REFERENCES

Year _____

Description of Contract _____

Name of Organization _____

Contact Person _____

Telephone Number _____

Value and Duration of Contract _____

Year _____

Description of Contract _____

Name of Organization _____

Contact Person _____

Telephone Number _____

Value and Duration of Contract _____

Year _____

Description of Contract _____

Name of Organization _____

Contact Person _____

Telephone Number _____

Value and Duration of Contract _____

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SCHEDULE (H) QUESTIONS FOR CLARIFICATION

FAX COVER PAGE

QUESTIONS FOR CLARIFICATION

RFP2009-10
ROOF ASSESSMENT AUDIT AT VARIOUS LOCATIONS

TO: Brigitta Harris, Buyer 1
 The Municipality Of Clarington
 Purchasing Office
 40 Temperance Street
 Bowmanville, Ontario L1C 3A6

DATE: _____

TIME: _____

FAX NUMBER: (905) 623-3330

FROM: Company Name: _____

Contact Name: _____

Telephone: _____ Fax: _____

Reference to Section _____ on Page Number _____ of this Request for Proposal.

Question: _____

Total Number of Pages including cover _____.

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SCHEDULE (I) ADDRESS LABEL

**PLEASE FIRMLY AFFIX THIS ADDRESS LABEL TO THE ENVELOPE
CONTAINING YOUR SUBMISSION FOR SUBMITTING BY MAIL OR COURIER.**

-----cut here-----

REQUEST FOR PROPOSAL ENVELOPE

RETURN NAME:

NAME.....

ADDRESS.....

.....

TELEPHONE.....

**CORPORATION OF THE MUNICIPALITY OF CLARINGTON
PURCHASING OFFICE
40 TEMPERANCE ST.
BOWMANVILLE, ONTARIO
L1C 3A6**

REQUEST FOR PROPOSAL RFP2009-10

SPECIFICATION ROOF ASSESSMENT AUDIT AT VARIOUS LOCATIONS

CLOSING TIME & DATE THURSDAY, SEPTEMBER 3, 2009

SEALED BID

-----cut here-----

Note:

Should you decide to use your own return envelope in lieu of the label provided above, the front of your envelope must indicate ALL of the information shown on the above label.

The Municipality of Clarington cannot be held responsible for documents submitted in envelopes that are not labeled in accordance with the above instructions. If you have any questions, feel free to contact Purchasing at 905-623-3379.