



REQUEST FOR QUOTATION – Public Works Grass Cutting Project (F18-QT-2019-011)

REQUESTER:	Yves Rousselle	Phone No.	613-446-6022 Ext. 2235
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ISSUE DATE:	March 29, 2019	Closing Time.	2:00:00 p.m.
CLOSING DATE:	April 12, 2019	# of pages included with this RFQ	53

INSTRUCTIONS TO BIDDERS

1. You are invited to submit a Bid for the products listed below and/or in accordance with any specifications attached.
2. Failure to comply with the Quotation terms and conditions shall result in a non-compliance Bid.
3. All bids shall be and remain irrevocable for sixty (60) days unless withdrawn prior to the designated closing time.
4. All prices shall be in Canadian funds, F.O.B. destination. Federal and Provincial sales taxes to be shown separately.
5. Bids must be received **PRIOR** to the closing deadline in person, by fax, courier or E-mail to the attention of the City's Representative listed above. Late bids will be rejected.
6. Bids will be called, received, evaluated, accepted and processed in accordance with the City's Purchasing By-law and related procedures (copy available upon request). By submitting a bid, the Bidder agrees to be bound by the terms and conditions of such by-law and amendments thereto and related procedures, as fully as if it were incorporated herein.
7. The City may cancel the Request for Quotation prior to the award of purchase, without liability for damages of any kind, including consequential damages.
8. The terms, conditions and Information for Bidders attached hereto shall apply to any/all transactions agreed upon as a result of the Request for Quotation call.
9. The work to be completed is to include the supply of all materials, equipment, labour, tools, incidentals, delivery fees or any other associated costs to complete the work as specified in this quotation. Any item not specifically mentioned in the specifications or shown on the drawings but implied or required to complete the work will be considered to be included in the total price.
10. All information that is supplied to the City in this Request for Quotation will become the property of the City and will be subject to the Municipal Freedom of Information and Protection of Privacy Act (Ontario). Please note that only the name of the successful bidder will be made public. Disclosure of any other information contained in this Request for Quotation will be made in accordance with the Act.
11. Bidder certifies that it is in full compliance with the *Accessibility for Ontarians Disabilities Act, 2005*, S.O. c. 11, Accessibility Standards for Customer Services O. Reg. 429/07 requirements.
12. Bidder certifies that it is in full compliance with the *Workplace Safety and Insurance Act*. W.S.I.B. Account No. _____
13. Please send Invoices to AP@Clarence-Rockland.com

No Bid – Reason:

Public Works Department	
Sites	Quotations (excluding taxes)
1. Alma & Gilles	
2. Campeau – St-Denis	
3. Caron 1	
4. Caron 2	
5. Caron 3	
6. Caron 4	
7. Caron Handrail	
8. Cercle Lemay 1	
9. Cercle Lemay 2	
10. Chamberland Handrail	
11. Claude St.	
12. Dalrymple – Dianne	
13. Des Pins – Emerald	
14. Docteur Corbeil 1	

15. Docteur Corbeil 2	
16. Docteur Corbeil 3	
17. Edwards & Woods	
18. Edwards Cemetary	
19. Edwards Handrail	
20. Fontaine Place	
21. Heritage 1	
22. Heritage 2	
23. Heritage 3	
24. Industrial- Hwy 17 (Transfer Site)	
25. Jasper – Topaze	
26. Landry & Labonté	
27. Laporte	
28. Laurier & CR17	
29. Laurier (Across from Simoneau)	
30. Laurier (Belle Rive)	
31. Laurier – Notre Dame (Cemetary)	
32. Laval Handrail	
33. Lise & Thérèse	
34. Mtee Outaouais	
35. Mtee Poupart 1	
36. Mtee Poupart 2	
37. Notre Dame – Hélène Walkway	
38. Notre Dame North – Dead End	
39. St.Jacques & Patricia	
40. St-Jacques 1	
41. St-Jacques 2	
42. St-Joseph – Silver Lane	
43. St-Joseph – Sterling	
44. St-Joseph – Water Tower	

45. Tucker	
46. Victoria Handrail	

See Annex A (Maps for Grass Cutting)

Bidder's Company:		
Contact Person:		SIGNATURE:
Title:		
Phone:		
E-mail		Please print name if different than contact shown.
F.O.B. Destination		Print: _____
Date:		



SCOPE OF WORK

1. Anticipated maximum of 11 cuts/season
2. Designated grass areas to be cut and mowed BI-WEEKLY to a height of no less than 50 mm (2") finished cut surface.
3. All obstacles and edges to be trimmed around (i.e. driveways, curbs, trees, adjoining walkways).
4. Long cuttings to be raked, bagged and removed; clippings on walkways or roadways to be swept **AND DISPOSED OF** by the contractor immediately after each mowing operation.
5. Cut grass blown onto hard surfaces should be swept off immediately.
6. Extra cuts may be required upon request – priced per cut per square metre.
7. All garbage and debris (paper, stones, branches, etc.) are to be picked up and removed from the site **prior** to cutting the grass. All material shall be disposed of at an approved site at the Contractor's expense. The grass is to be trimmed around all structures, buildings, fences, trees, shrubs, sidewalks, curbs, signs, markers etc. to ensure that the grounds are kept in a neat and presentable fashion. Upon receipt of at least one week's notice from the City, the Contractor may be required to cut and trim the grass at specific locations prior to specific events.
8. All work to be performed under this contract will be supervised by, and must be performed to, the satisfaction of the Operations Coordinator, Public Works. If any areas are not completed to the satisfaction of the Operations Coordinator, Public Works (ie. Cut grass excessively windrowed, shredded litter, incomplete trimming), the Contractor will have 12 hours to rectify the problem(s). If the Contractor does not do so in the specified time frame, the City has the option of engaging others to complete the said work and deduct this cost from any outstanding payments due to the Contractor
9. In the event of a severe Act of Nature or windstorm the City agrees to assist the Contractor at no charge, in the collection of brush, caused by such Act, such that the Contractor may reasonably maintain his normal maintenance schedule. The Operations Coordinator, Public Works shall be the sole judge of responsibility and the amount of assistance, if any, to be given by the Public Works Division. The Contractor shall not make any claims to the City for additional payment for hardships endured, or extra work encountered, by his forces as a result of any such Act of Nature, or any other weather conditions.



1. Definitions

Bid Document – a tender, quotation or other document that states the City's desire to buy and Bidder's offer to sell to the City the Goods defined in the Specifications

Bidder – a person, corporation or other entity that responds to a request for bids

Goods – set out in the Bid Document, including Services, where applicable, and defined in the Specifications

Specifications – detailed and exact non-restrictive written descriptions, instructions and drawings defining the Goods requested in the Bid Document

Successful Bidder – a person, corporation or other entity that is awarded the contract or purchase order resulting from the request for bids

City – The Corporation of the City of Clarence-Rockland

Work – all labour, materials, products, articles, fixtures, services, supplies and acts required to be done, furnished or performed by the successful Bidder, which are the subject of the contract

2. Adverse litigation

The City shall be entitled to reject the submission of the Bidder should the potential bidder have litigation or be pursuing litigation against the City in relation to previous contracts awarded to that Bidder by the City or be a person against whom the City is pursuing litigation.

3. Discrepancies and Omissions/Addenda

Should the Bidder find discrepancies in or omissions from the specifications or should he be in doubt as to their meaning, the Bidder shall notify the City's contact person noted in the bid document. If required, the City will issue in writing any changes/additions/deletions to specifications, and/or quotation instructions or Special Provisions/conditions, in the form of an addendum. Replies to questions and modifications in any other manner will not be legally binding. Any and all addendum issued shall form part of the document. The cost of complying with the addendum/addends requirement (if any) shall be included in the price.

4. Oral Instructions or Suggestions

The City will assume no responsibility for oral instruction or suggestion. All official correspondence in regard to the specifications should be directed to the City's contact person noted in the bid document.

5. Conflict of Interest

The City shall not acquire goods and services from municipal councilors, staff of the municipality or from any corporation or partnership in which the individuals hold a controlling interest.

The Bidder certifies that

- (i) the prices in the Bid have been arrived at independently of those of any other Bidder;
- (ii) the prices in the Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to the award of purchase, directly or indirectly, to any other Bidder or competitor; and
- (iii) no attempt has been made, or will be made, to induce any other person to submit or not submit, a Bid for the purpose of restricting competition.

6. Contract

The submission of a signed bid document to the City shall be deemed to constitute an "Offer". The acceptance by the City of the successful Bidder's Bid, by purchase order or formal contract, shall constitute a binding contract between the successful Bidder and the City. The Bid Document, Standard Terms and Conditions, Additional Terms and Conditions, if applicable, and the successful Bidder's Bid shall all form part of the contract.

7. Failure to perform

In the event that the successful Bidder fails to comply with any provision of the Bid Document or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the City, the City may give the successful bidder notice in writing of such failure. In the event that the successful bidder has not remedied its failure, the City shall be entitled to exercise any one or more of the following remedies:

- i) The City may terminate the contract without further notice;
- ii) The City may withhold any payment due to the contractor hereunder until the contractor has remedied its failure;
- iii) The City may engage the services of another contractor to remedy the contractor's failure, and obtain reimbursement therefore from the original contractor. The said reimbursement may

- be obtained either through deduction from any amounts owing to the contractor hereunder, or through any other legal means available to the City; or
- iv) The City may assert any other remedy available to it in law or equity

Non-performance may result in the removal of the Bidder's eligibility to submit future bids. The failure of either party at any time to require performance by the other party of any provision shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof.

8. Insurance

The successful Bidder shall carry, at its expense, insurance including comprehensive general liability insurance and product liability insurance, if applicable, as required by the City for the performance of the contract.

9. Laws and Regulations

The Bidder shall comply with federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Bidder shall be responsible for ensuring similar compliance by its suppliers and subcontractors. Without limiting the generality of the foregoing, the Bidder 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 Bidder's obligations under the contract. The contract is governed by the laws of the Province of Ontario.

10. Delivery

Goods delivered by the successful Bidder to the City must be new and of the latest model possessing all the accessories standard to the manufacturer's stock model. The Goods must also be free of defects and fit for the purpose intended by the City.

Goods shall be securely and properly packed for shipment.

W.H.M.I.S. regulations applicable to the Goods must be followed by the successful Bidder. Proper labels must be affixed to the Goods and materials safety data sheets must be provided, prior to the acceptance of the shipment by the City.

Unless otherwise stated, all goods, materials, articles or equipment supplied, and all work or services performed, pursuant to a purchase order/agreement based on this Bid request shall be subject to inspection by the City at the point of unloading or at the site of work or services. There will be no extra charge made by the Bidder for packaging, packing or containers, unless otherwise indicated herein.

11. Acceptance of material

The material delivered under this request for bids shall remain the property of the seller until a physical (define material and seller or change wording) inspection and actual usage of the material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with the specifications and of the highest quality.

12. Defective product

Any product found to be defective, failed, or unsuitable for its intended use shall be unconditionally replaced, repaired or returned for 100% credit. The City will not be liable for any restocking charges or additional transportation charges incurred as a result of such replacement, repair or return. Restocking charges on goods returned otherwise will be agreed upon by both parties.

13. Warranty

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the City, each product/service shall be fully warranted against defects in materials and workmanship for a period one (1) year from the date of delivery

or successful completion of the contract. Said warranty shall include parts and labour. Warranty may be negotiated for longer period(s).

14. Copyright/Patent

The successful Bidder shall indemnify and save harmless the City from all claims arising from the sale and delivery of the goods to the City or from any copyright, trade-mark, trade secret or patent used or infringed by the successful Bidder in the manufacture or supply of Goods.

15. Samples and Demonstrations

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of request for bids opening, only upon request of the City, unless otherwise stated in the document. If samples are requested, samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit(s) bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Bidder's expense.

16. Brand Names

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal" may be added. However, if a product other than the specified is bid, it is the Bidder's responsibility to name such product within the submitted document and to prove to the City that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the judge concerning the merits of bids submitted.

17. City not Employer

The successful Bidder agrees that the City is not to be deemed the employer of the Bidder nor its personnel under any circumstances whatsoever.

18. Subcontracts

The contract shall not be assigned, subcontracted or amended in whole or in part, without written consent of the City.

19. Successors and Assigns

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

20. Indemnification

The Bidder shall indemnify and save harmless the City, its officers and employees, from and against all claims, losses, costs, damages, expenses (including legal fees and disbursements initially and with any and all appeals), suits, proceedings or actions arising in any way out of or related to the seller's activities in executing the work pursuant to the provision of the contract, including omissions, improper act or delays in executing the work.

21. Cancellation

The City has the right to cancel at any time the contract in whole or in part upon notice to the Bidder. If cancellation takes place, delivery shall be accepted of all goods at the price order price delivered prior to the notice of cancellation.

22. Accessibility for Ontarians With Disabilities Act, 2005

The Bidder certifies that it is in full compliance with section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, under the *Accessibility for Ontarians with Disabilities Act, 2005*.