



**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

**REQUEST FOR STANDING OFFER**

**Proposal Number F18-COM-2020-011  
PLUMBING SERVICES, REPAIRS AND PREVENTIVE MAINTENANCE  
(CALL UP LIST)**

**Request for Standing Offers Issued On: April 17, 2020**

**Proposal Submission Deadline: 2:00:00 p.m. on May 15, 2020 Local  
Time in Clarence-Rockland Ontario, Canada**

**Deliver to:**

**The Corporation of the City Clarence-Rockland**

**1560 Laurier**

**Client Service Center**

**Rockland, ON**

**K4K 1P7**



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## COMMUNICATIONS

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All questions related to this Proposal, or for clarification on completing the Bid Submission Form, are to be directed in writing to:

**Single Point of Contact:**

Procurement Officer

Yves Rousselle C.E.T.

Tel: 613-446-6022, Ext. Ext 2235

E-mail: [yrousselle@clarence-rockland.com](mailto:yrousselle@clarence-rockland.com)

All questions relating to this Request for Standing Offer or any clarification with respect to this Proposal should be made in writing. We cannot guarantee a response to any questions received after the deadline detailed in section 1.0 clause 4.0. The City reserves the right to extend the closing deadline if required.

Written answers or clarifications to issues of substance shall be shared with all contractors and will be issued as part of the Proposal Documents in the form of an Addendum. Replies in any other manner will not be legally binding. All Addenda should be acknowledged on the Bid Submission Form. Addenda will be posted on the City Web Site and on Merx.

No verbal communications shall modify the terms, conditions, or specifications, unless they are confirmed in writing to all potential contractors by the City of Clarence-Rockland Procurement Services in the form of an addendum.

Should a contractor find omissions from or discrepancies in any of the RFSO documents, unnecessary restrictions in the specifications, or should he/she be in doubt as to the meaning of any part of this document, he/she should notify the contact named above in writing prior to submitting a bid. An addendum will be issued if it is determined that a correction, explanation or interpretation is necessary or desirable.

If contractors fail to report any discrepancies, errors or omissions to the Buyer as specified, Contractors will be deemed to have accepted all such specifications as being accurate, and the City will not approve any alternatives or extra charges subsequent to acceptance of the bid. Therefore, contractors are encouraged to review the document in full before the deadline for questions.

**1. ELIGIBILITY TO PARTICIPATE**

Open competition.

**2. SUBMISSION OF BID**

**The City discourages overly lengthy and costly proposals.** In order for the City to evaluate proposals fairly and completely, contractors should follow the format set out herein and provide all of the information as requested. Contractors are encouraged to provide further details that may demonstrate the excellence of their proposals.

Contractors are asked to read these instructions and adhere to the format set out below when preparing their proposal. Failure to comply with this requirement may, solely at the City's discretion, result in the Contractor's proposal being disqualified from further consideration.

Proposal should be clearly marked with RFSO title and number, closing date and time, the Purchaser's address, contractor name and contact person.

All copies of the contractor's proposal should be submitted in a sealed envelope to:

**Yves Rousselle C.E.T.  
Procurement Officer  
City Clarence-Rockland  
1560 Laurier Street  
Rockland, Ontario  
K4K1P7  
(Client Service Center)**

**3. BIDDER'S CHECK LIST**

Before submitting your proposal, check the following points:

1. Has your proposal been signed? ( )
2. Have you completed all schedules and prices in the Bid Submission form? ( )
3. Have you indicated the number of addenda included in the Proposal Price? (if applicable) ( )
4. Have you included certifications ( )
5. Have you included references in the "Contractor's Experience In Similar Work" sheet provided( )

**4. PROPOSAL TIMELINE**

<b>Event</b>	<b>Anticipated Date</b>
Request for Standing Offer issued	April 17, 2020
Information Session (Optional)	N/A
Last Day for submitting e-mail inquiries	May 5, 2020 at 2:00:00 p.m.
Proposals due from contractors	May 15, 2020 at 2:00:00 p.m.
Evaluations	May, 2020

## **5. CONTRACT TERM**

The term of the contract(s) will be (3) years. The contract(s) may be extended at the City's discretion for an additional two (2) one (1) year terms.

The contract(s) may be extended at the City's discretion for an additional two (2) one (1)-year terms. The contract renewals will be based on the same terms and conditions and upon mutual agreement between the proponents and the City contingent upon a sufficient budget and / or Council approval if applicable.

The City will adjust each year extended (years 4 & 5) by the Ontario Consumer Price Index (CPI) for the previous year as published by Statistics Canada for the whole of Ontario.

The City may elect to remove proponents from the Standing Offer; Existing proponents may elect to remove themselves from the Standing Offer.

During the timeframe of this Standing Offer, other Departments in the City may also make call ups under these terms and conditions.

## **6. GENERAL DESCRIPTION**

The City of Clarence-Rockland invites qualified, experienced LICENSED PLUMBER CONTRACTORS to respond to this request for standing offer for the supply of plumbing services on a regular, evening and/or emergency "as required" basis.

## **7. LATE BIDS**

Only Bids that have been time stamped by City staff and received at the Client Service Center will be considered. It is the responsibility of the Contractor to ensure that their Bids arrive on time at the Client Service Center. The City of Clarence-Rockland takes **NO** responsibility for Bids submitted via third parties and will NOT guarantee placement in the Bid Deposit box by closing time.

## **8. OPENING OF BIDS**

Contractors are advised that there will be a public opening of this RFSO. The Purchaser will open Proposals at a time subsequent to the Proposal Submission Deadline. All proponents average hourly rate bids will be immediately communicated through the City Web page and individual E-mail's after the mandatory requirements have been verified.

**Time 2:00:00pm on May 15, 2020**  
**Site: City Hall 1560 Laurier Street**

## **9. ADDENDUM / ADDENDA**

All clarifications, and/or modifications to the bid documents will be made by written addendum. All such modifications shall be incorporated into the bid documents and shall be considered when determining the base bid. Replies to questions and modifications in any other manner will not be legally binding and the City of Clarence-Rockland will assume no responsibility for oral instruction or suggestion provided by any City representative or contractor.

N.B. It is the responsibility of the vendor to check the City Web Site or Merx web site for any possible addenda.

Contractors will **not** be allowed to alter their submission in any way after the closing date and time has elapsed.

Contractors should acknowledge receipt of all Addenda by inserting in the space provided on the Bid Submission Form, the numbers of all Addendum / Addenda received during the bidding period.

**10. REJECTION OF BIDS**

The City of Clarence-Rockland reserves the right to reject any, or any part of, or all Bids, or cancel this Bid at any time for any reason whatsoever and also reserves the right to award the contract to other than the lowest compliant contractor.

The City of Clarence-Rockland will not consider Bids where the Bid Submission Form is improperly or incompletely filled out. The Bid Submission Form is supplied by the City of Clarence-Rockland. Bids submitted to 1560 rue Laurier, Client Service Center, City Hall, Clarence-Rockland, Ontario, after the designated closing time on the due date will not be considered, regardless of the circumstances which resulted in the late arrival to the Bid Deposit Box, and regardless of any postal cancellation date that may be imprinted on them.

The Bid Submission Form must bear a signature of an authorized person(s) of the contractor.

**11. BID IRREGULARITIES**

All bids received by the City of Clarence-Rockland are governed by its Procurement By-law, which in part provides staff with guidance in determining the validity of all Bids.

Bid irregularities will be dealt with in accordance with the following table:

<b>Item</b>	<b>Irregularity</b>	<b>Consequence</b>
1	Late bids	Automatic rejection, returned unopened to bidder
2	Bids received in an unsealed envelope	Automatic rejection
3	Bid submitted in a form other than the original Bid Form provided	Automatic rejection, unless in the opinion of the City the information provided is complete and it is not a financial schedule that has been submitted in a form other than the original Bid Form provided
4	Bid Form not signed or witnessed	Automatic rejection
	Bid Form signed by an authority to bind the company, but not witnessed	Upon notification, two (2) business days to seal or witness or bid shall be rejected
	Bid Form witnessed, but not signed by an authority to bind the company	Upon notification, two (2) business days to sign or bid shall be rejected
5	Incomplete Bid	Automatic rejection, unless:
		a) the competitive bid opportunity state that partial bids are acceptable, and the bid is complete in respect to the portion of the scope of work or deliverable(s) bid on; or

		b) in the opinion of the City, the omission is of a minor nature and is remedied by the bidder within two (2) business days of notification. Incomplete pricing shall not be considered minor in nature and shall result in automatic rejection, with the exception of the irregularities stated in accordance with Item 6 and 7
6	If a unit price has been provided but the corresponding extended total has been omitted	The extended total will be calculated from the unit price and the quantity specified, by the Owner
7	If an extended total has been provided but the corresponding unit price has been omitted.	The unit price will be calculated from the extended total and the quantity specified, by the Owner
8	Mathematical errors which are not consistent with the Unit Price, such as tax calculation errors	Upon notification, two (2) business days to correct or bid shall be rejected
9	Unit Price, which has been changed, not initialled but the corresponding extension is consistent with the amended Unit Price	Upon notification, two (2) business days to initial or bid shall be rejected
10	Unit price, which has been changed, not initialled and the corresponding extension is not consistent with the amended Unit Price	Automatic rejection
11	Transfer of an amount from one part of the submission to another is incorrect or incomplete	Upon notification, two (2) business days to correct or Bid shall be rejected
12	Bid Bond, in the form, amount and irrevocability outlined in the Contract documents, not submitted	Automatic rejection, unless the Bid Bond submitted is in excess of the competitive bid document requirements
13	Bid Bond not signed or sealed, as applicable	Automatic rejection
14	Bids not completed in ink or typed format	Automatic rejection
15	Alterations, additions, deletions or qualifying statements made to or provided with the Bid Form	Automatic rejection, unless in the opinion of the City the statements provided do not qualify any pricing but are included for clarity purposes
16	Strikeouts, erasures, whiteouts or overwrites made to the Bid Form that are not initialled	Automatic rejection, unless in the opinion of the City, the failure to initial is minor in nature and is capable of being remedied; upon notification, bidders shall have two (2) business days to initial or the bid shall be rejected. Un-initialled alterations to pricing shall be dealt



		with in accordance with Items 8, 9 and 10
17	Failure to have a representative in attendance and registered at a mandatory site visit	Automatic rejection
18	Bidder has not been previously prequalified under a related prequalification process, where applicable	Automatic rejection
19	Addenda have not been acknowledged:	
	a) which have financial implications	Automatic rejection
	b) which have informational content	Two (2) business days to acknowledge or bid shall be rejected

**12.BIDS IRREVOCABLE**

Bid submissions are an offer to the City, are irrevocable for a period of one hundred and twenty (120) calendar days, and may not be withdrawn by the Contractor after closing. Bids are open for acceptance by the City for a period of one hundred (120) calendar days.

**13.BID SUBMISSION FORM**

The unaltered Bid Submission Form must be completed in full, bearing a signature of an authorized person(s), and submitted in a sealed envelope, which should clearly identify both the project description and Bid # and contractor.

Bids must be typewritten or legibly written in ink with any erasures/corrections being initialled by the Contractor in ink.

The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are **not** initialled by the contractor, or bids with any alterations to the original bid request document.

**14.HOURS WORKED**

A one and a half (1.5h) hour shift will be guaranteed for each Call-Up. Travelling time to and from the Contractor’s place of business, standby time for availability, lunch breaks and breakdown time shall not be paid.

Hours of work may vary during peak periods. Hours of work may be days, nights, weekends, public and statutory holidays. Work can be carried out on all City properties, buildings. No additional premium or fees will be entertained over and above the “hourly rate”, tendered on the “price schedules”.

Lunch breaks for electricians shall be taken at the discretion of the Contractor, and no compensation will therefore be paid for any unit(s), which cease operations while the operator takes a lunch break and therefore, lunch breaks will not be considered as part of the working hours. Contractors shall advise the City if a unit has ceased operations in order to provide the operator an opportunity for lunch. It shall be the Contractor's responsibility to ensure that the operator's needs are satisfied, including but not limited to those as regulated by the Occupational Health and Safety Act and the Employment Standards Act, 2000, and (to have sufficient staff available to operate continuously, if necessary (as stated above), in order to fulfill said responsibilities.

## **15. REQUIREMENTS OF BID**

Contractors are required to submit the following with their Bid:

- Bid Submission form
- Contractor's Experience in Similar Work
- Trade Certifications

Plumbing Contractor/Subcontractor must hold a valid License and if requested, they must provide this license number to the client before commencement of work.

### **Part 1 – Bid Submission Form**

The first part (cover page) of the contractor's response will consist of a completed "Bid Submission form" with authorizing signatures. The "Bid Submission form" identifies the contractor, the number of addenda received, and in every respect to that stated in this RFSO.

One component for consideration of the responses to this RFSO will be the fee structure proposed. Contractors are encouraged to provide any alternative fee structure as may be available to the City.

All rates proposed in the fee structure will be guaranteed for the duration of the Contract

**All prices must be net and firm.** The contractor will be solely responsible for any and all payments and/or deductions required, including those required for Canada Pension Plans, Employment Insurance, Workplace Safety and Insurance Board and Income Tax.

All prices as submitted shall include all costs. No further changes shall be permitted by any contractor beyond the prices provided in the Bid.

All prices must be quoted in Canadian Funds, inclusive of all applicable duties, taxes, any and all foreseeable costs required for the fulfillment of this contract.

### **Part 2 – References**

The contractor's response must consist of a minimum of two references. Each reference should include the identity of the client organization, a contact name, address and phone number, and a brief description of the work that the team have done. The City may contact any or all of the references provided in its evaluation of the contractor's proposal.

## **16.AWARD**

The call up list will not necessarily be awarded to the lowest bidder and then the second lowest bidder and so forth. The call up list will be based on an evaluation matrix as further described in **Section 3 item # 5**. Call-Up would be made first against the **highest rank** proponent within the required Capacity and then the second and so forth. The **highest score** contractor will be considered as the first call up on the list.

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

## **17.REQUIREMENTS UPON ACCEPTANCE**

Prior to award, the recommended contractor is required to submit the following in a form satisfactory to the City for execution within ten (10) business days after being notified by the City.

The following documents, as listed, shall be submitted prior to or at the time of signing an agreement or prior to the issuance of a PO:

- a) Insurance Certificate;
- b) A current copy of the Workplace Safety (WSIB) and Insurance Clearance Certificate
- c) Accessibility Standards for Customer Service Training Acknowledgement Form (see Section 6 – Appendix C)

**1. DEFINITIONS:**

- 1) Award is when the contract has been signed by both the vendor and the City or a PO has been issued.
- 2) Bid is a Quote, Proposal or Proposal submitted to the City in response to a Bid Solicitation.
- 3) Bid Irregularity is a defect contained within a response to a Bid Solicitation.
- 4) Bid Solicitation is an invitation for Bids from the City for the purpose of entering into a Contract.
- 5) Black Out Period is the period of time that starts when the Bid Solicitation is issued, and ends at the Award.
- 6) City is the Corporation of the City of Clarence-Rockland.
- 7) Compliant means the response to the Bid Solicitation conforms to the mandatory requirements contained in the Bid Solicitation.
- 8) Conflict of Interest
  - a) is defined as a situation or circumstances, real or perceived that could give a contractor or potential Contractor an unfair advantage during a Competitive Procurement Process or compromise the ability of a Contractor to perform its obligations under their Contract.
  - b) is a situation when City employee or a member of their family has a direct financial interest in a contract or proposed contract with the City, and where the City employee could directly influence the decision made in the course of performing their job duties, and also where they could indirectly influence the decision through exerting personal influence over the decision-makers.
- 9) Contract is a binding agreement between two or more legal entities, awarded under this Procurement Bylaw.
- 10) Contractor is any legal entity to which a Contract is awarded.
- 11) Council is the City Council of the Corporation of the City of Clarence-Rockland.
- 12) Litigation (Pending) is whereby a potential claimant has demonstrated or manifested an intention to assert a possible claim.
- 13) Procurement Services means the section of the Finance Department that is responsible for the Procurement of Goods and/ or Services for the City.
- 14) Purchase Order means;
  - a) a written confirmation of the Procurement of Goods and / or Services at a specific cost and required for any Procurement of Goods and / or Services greater than \$25,000;
  - b) may be used as the City's Contract with the Vendor to formalize all the terms and conditions of a proposed transaction, such as a description of the requested items,

delivery schedule, terms of payment, and transportation.

- 15) Proposal is a submission received in response to a Request for Standing Offer.
- 16) Vendor is a supplier / seller of Goods and/or Services.

**2. CITY NOT BOUND**

The City reserves the right to accept or reject any or all Bids, in whole or in part, to accept a Bid other than the lowest and/or to NOT accept any Bid for any reason whatsoever, and to accept any Bid if, upon evaluation analysis, it is considered to be in the City of Clarence-Rockland's best interest. Award of the contract in its entirety or in part shall be in accordance with City of Clarence-Rockland requirements.

**3. MATHEMATICAL ERRORS (Unit Prices Prevail)**

Should there be any error in extensions, additions or computations, The City of Clarence-Rockland shall be entitled to correct such errors based upon the unit prices supplied, and the corrected total shall be considered as representing the intention of the contractor, and shall be used as the basis for comparison of bid submissions.

**4. OWNERSHIP OF SUBMISSION MATERIAL**

In consideration of the right to bid being offered, the contractor (by responding) releases all rights to the bid documents, which, on acceptance by Procurement Services, become the property of the City of Clarence-Rockland.

**5. INCURRED COST**

The City of Clarence-Rockland will not be liable, nor reimburse any contractors for costs incurred in the preparation of bids, or any other services that may be requested as part of the bidding process.

**6. GOVERNING LAW**

The obligations of the parties and resolutions of any disputes shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, both as to interpretation and performance, and shall be treated, in all respects, as an Ontario contract. The parties shall attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

**7. ABILITY AND EXPERIENCE OF CONTRACTORS**

The City reserves the right to reject any BID unless the contractor is known to be skilled and regularly engaged in work of a character similar to that covered by the specifications of the work. The City also reserves the right to reject a Bid submitted by a contractor who has defaulted on, or failed to satisfactorily complete, other similar work in the past.

In order to aid the City in evaluating submissions, it may be necessary for each contractor to supply the City with additional information as specified in any special conditions. These may include, but not be limited to, references for similar work, background or evidence of appropriate licences and evidence of financial stability.

## **8. INSURANCE/INDEMNIFICATION**

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

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

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

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

The contractor shall provide evidence of WSIB or its equivalent.

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

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

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

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

### **Indemnification:**

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

**9. DEFAULT**

In the event that the successful contractor fails to properly, promptly, and fully carry out the work required by these documents, the City reserves the right to notify the successful contractor to discontinue all work under this contract, to advertise for new Bids or carry out the work in any way as the City may, at its sole discretion, deem best.

If a contractor commits a default of the obligations provided in this RFSO, the City may:

- a) Reduce payment on the accounts rendered to an amount that the City deems appropriate for the quality and amount of work conducted professionally by the firm; and/or
- b) Terminate the agreement with the contractor.

**10. TERMINATION**

In the event that the contractor fails to comply with any provision of this agreement or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the City, the City may give the contractor notice in writing of such failure. In the event that the contractor has not remedied its failure within ten (10) days of the said notice, the City shall be entitled to exercise any one or more of the following remedies:

- a) The City may terminate the contract without further notice, and exercise its rights to the performance security provided by the contractor;
- b) The City may withhold any payment due to the contractor hereunder until the contractor has remedied its failure;
- c) The City may engage the services of another contractor to remedy the contractor's failure, and obtain reimbursement therefore from the original contractor. The said reimbursement may be obtained either through deduction from any amounts owing to the contractor hereunder, or through any other legal means available to the City; or
- d) The City may assert any other remedy available to it in law or equity.

Unless the City expressly agrees to the contrary, any failure of the City to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of the City to subsequently obtain such remedies.

**11. SUSPENSION OF CONTRACTORS**

At the discretion of Procurement Services, any contractor may be suspended from consideration of their bids for up to 3 years for default of delivery, unsatisfactory performance, safety concerns, lobbying and contravention of a Bid Solicitation document.

**12. VENDOR RESPONSIBILITIES**

It is mutually agreed and understood that the Vendor shall not assign, transfer, convey, sublet or otherwise dispose of the Proposal, or contract or the right, title or interest therein, or the powers to execute the same, without the previous written consent of the City.

### **13. CONTRACT AND VENDOR REQUIREMENTS**

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

- a) Shall perform the contract in accordance with the specifications, terms and conditions under which it is awarded.
- b) Shall use due care that no person is injured and that no property is damaged in the performance of the work.
- c) Shall not, except with the consent of the City in writing, release information relating to any subsequent order for advertising, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the City be used for, or in connection with, any advertising or promotional purpose of the Vendor.
- d) Vendors are to treat information gained while working with the City confidentially and not use it for any other project and return it to the City if requested with no copies to be retained.,

### **14. INVOICE REQUIREMENTS**

The contractor will submit to the City of Clarence-Rockland, Finance – Accounts Payable, an invoice for payment at the completion of work at [ap@clarence-rockland.com](mailto:ap@clarence-rockland.com).

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

### **15. PAYMENT TERMS**

Net 45 days after receipt of invoice unless a discount for quick payment is offered. No other terms of payment will be accepted whether stated / implied without written approval. Payment may be delayed if the goods and or services are not acceptable to the Corporation.

### **16. FORCE MAJEURE**

A party hereto shall not be responsible for failures in performance due to Force Majeure. "Force Majeure" means any circumstance or act beyond the reasonable control of a party to this Agreement claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction, issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:

- the negligence or wilful misconduct of the party claiming Force Majeure or those for whom it is responsible at law;
- any act or omission by the party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement;
- lack or insufficiency of funds or failure to make payment of monies or provide required security; provided further that, in the case of an event of Force Majeure affecting the contractor, the contractor notifies the City as soon as possible and in any event within five (5) Business Days following the date upon which the contractor first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the City may verify same.

In any such event, Contractors agreement and the price and schedule referred to herein shall be equitably adjusted based on the actual work authorized and performed satisfactorily, and the rates agreed to in the Agreement.



**17. CONFLICT OF INTREST**

- (a) The contractor is required to disclose to the City, prior to accepting this assignment any potential conflict of interest.
- (b) If a conflict of interest exists, the City may, in their discretion, either withhold this assignment from the contractor until the matter is resolved to the satisfaction of the City, or award the assignment to another contractor.
- (c) The contractor acknowledges and agrees that he/she/it shall not act, work or provide services, directly or indirectly, for, or to, another person, or persons, partnership, corporation, association or organization whose interests are in any way adverse, or contrary (in the opinion of the City of Clarence-Rockland), to those of the City of Clarence-Rockland with regard to the project for which the contractor was retained by the City. In the event of a breach of this obligation by the contractor he/she/it shall be responsible for all costs incurred or suffered by the City, including legal costs on a solicitor and client basis.

**18. MUNICIAPLE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

The City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the City in response to this RFSO may be available to the public unless the party submitting the information requests that it be treated as confidential.

All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding the contractors request to keep the information confidential.

**19. TIME**

The contractor shall perform the Services expeditiously to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require.

Contractor shall be able to start all non-emergency projects within the time frame of their quotation submission, after notification from City. For the purpose of this bid, an emergency is defined as any conditions which a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by City.

**20. THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITY ACT, 2005 (AODA)**

The City of Clarence-Rockland is committed to providing equal treatment to people with disabilities with respect to the use and benefit of City services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public. All contractors with the City must comply with all laws applicable to the performance of the work.

Effective 1 January 2010, third party Contractors who deal with the public or other third parties on behalf of the City, as well as contractors who participate in developing City policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must conform with the Accessibility Standards for Customer Service, O. Reg. 429/07, under *The Accessibility for Ontarians with Disabilities Act, 2005 (AODA)*.

Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service), made under the Accessibility for Ontarians with Disabilities Act, 2005, requires that the contractor (successful bidder/proponent) shall ensure that its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services to persons with disabilities.

The training must be provided in accordance with the Regulation and shall include, without limitation:

- a review of the purposes of the Act and the requirements of the Regulation
- instruction about all matters set out in Section 6 of the Regulation.

This training is available to you on-line at <https://www.accessforward.ca/>. The on-line training takes about twenty minutes.

The contractor (successful bidder/proponent) will be required to provide a signed acknowledgement form to City of Clarence-Rockland Procurement Services (specified in this document) that confirms their compliance with Section 6 of the Regulation.

Contractors shall ensure that training records are maintained, including dates when training is provided, the number of employees who received training and individual training records. Contractors are required to ensure that this information will be made available, if requested by the City.

## **21. TERM OF COUNCIL**

Where a contract may extend beyond the term of Council, the contract shall contain provisions to minimize the financial liability of the City should the subsequent Council not approve sufficient funds to complete the contract and the contract must be terminated by the City.

**1. WORKPLACE SAFETY AND INSURANCE BOARD**

The contractor shall provide the municipality with a current "Clearance Certificate" from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers' Compensation Act have been paid.

**2. RIGHTS RESERVED BY THE CITY**

The City reserves the right to accept or reject any or all proposals and/or to reissue the RFSO in its original or revised form. The lowest cost proposal will not necessarily be accepted and the City reserves the right to determine in its own mind the contractor(s) best qualified to undertake this project. The City further reserves the right to cancel this RFSO at any time, without any penalty or cost to the City.

The City is not liable for any costs incurred by interested parties in the preparation of their response to this request or selection of interviews. Furthermore, the City shall not be responsible for any liabilities, costs, express loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City of any response, or by reason of any delay in the acceptance of the response.

The City reserves the right to modify any and all requirements stated in the RFSO at any time prior to the possible awarding of the contract.

**3. COMPLIANCE WITH LAWS**

The successful contractor will be required to comply with all federal, provincial and municipal laws and regulations in performing its obligations under any contract including, without limitation, the Accessibility for Ontarians with Disabilities Act, 2005, Municipal Freedom of Information and Protection of Privacy Act, Occupational Health and Safety Act and the Workplace Safety and Insurance Act, 1997 or any successor legislation applicable, and to provide to the City, upon request, periodic reports confirming such compliance.

**4. GENERAL**

This proposal, including these terms and conditions, forms the entire contract between the parties, and no variations thereof, irrespective of the wording of the Bidder's acceptance will be effective unless specifically agreed to in writing.

**5. EVALUATION OF COST PROPOSALS**

Provisional Pricing will be evaluated by using the following calculation.

The evaluation will be done on the following criteria's and allocated points;

- The 3 years' average day labour rates. (30 points)
- The 3 years' average evening and weekends labour rates. (10 points)
- The 3 years' average statutory holidays labour rates. (5 points)
- The 3 years' average material mark up percentage. (5 points)

The below illustrates how points will be calculated to rank each contractor bids - using a relative formula (i.e. by dividing that Proponent's price into the lowest bid price) for proposed pricing on the Rate Bid Form for each category:

EXAMPLE –PRICING EVALUATION		
Proposed Prices	Calculation	Resulting Points
If Proponent 1 proposes on Appendix A the lowest bid price (\$12.00), that Proponent will receive 100% of the possible points.	$\$12.00 \div \$12.00 \times 30$	30
If Proponent 3 bids \$15, it will receive 80% of the possible points.	$\$12.00 \div \$15.00 \times 30$	24
If Proponent 2 bids \$24.00, it will receive 50% of the possible points.	$\$12.00 \div \$24.00 \times 30$	15

The above evaluation will occur for all pricing components for each Eligible Proponent.

## 6. **CALL-UPS**

In most instances, the Corporation’s representative will endeavour to provide adequate lead time to arrange for plumbing services. However, this is not possible in some situations. Bidders are therefore advised, in the event where a representative of the Corporation places a call to engage the services of repairs and, the call is referred to an “answering machine/service” where immediate confirmation of electrical services is not confirmed, the caller will wait fifteen (15) minutes for a return call before proceeding to contact the next available electrician service provider on the standing offer list. Should the electrical contractor eventually receive the message then, provided the service is still being solicited, they will be given the opportunity to confirm their service call arrangement.

Utilization is based largely on the approved operations budget, and may differ from year to year.

Work will be Called-up as follows:

- a) City of Clarence-Rockland Representative will place a Call-Up (by telephone) to the **Highest Ranked proponent** on the List.
- b) The City Representative will provide the proponent with a description of the services to be performed.
- c) The Proponent will confirm their availability to perform the Work
- d) In the event the Proponent is unavailable, the City Representative shall proceed to the next **Highest Ranked** proponent within the List.
- e) At the time of Call-Up, the City will endeavour to confirm/reserve whether the Proponent is available to perform the following consecutive shift (i.e. Call-Up for the current night shift and the confirmation of availability for the following (consecutive) day shift). The Proponent may decline the following consecutive shift without any repercussions.

- f) Once the callouts have been completed, the next round of callouts will again begin with Highest Ranked proponent.
- g) The City reserves the right to issue Call-ups within a specific Capacity to satisfy the City's operational requirements. Two or more contractor could be called up at the same time. Call-Up would be made first against the **highest rank** proponent within the required Capacity and then the second and so forth.
- i) In the case of emergency events or circumstances, the City reserves the right to make call-ups outside the normal Call-Up practice to fulfill its obligations to each City department. Two or more contractor could be called up at the same time. Call-Up would be made first against the **highest rank** proponent within the required Capacity and then the second and so forth.
- j) All work is to be based on the hourly rates offered under this Standing Offer.
- k) When a Call-Up is made against a Standing Offer, the "Proponent" will then become the "Contractor", and the City's General Terms & Conditions will apply.

It is understood and agreed that:

- A contractual obligation will come into force only if there is an authorized Call-Up against a Standing Offer and only to the extent stipulated in the call up;
- This document does not oblige the City to authorize or order any services and/or materials whatsoever or to spend the estimated expenditure or any monies whatsoever;
- The City's liability under this Offer shall be limited to the actual amount of services "Called-Up" within the period specified herein at the Hourly Rates proposed; and
  - The City reserves the right to purchase the services specified herein through separate procurement actions due to unique or special needs.

## **7. PRICING**

We are requesting firm prices for the term of the contract noted on the proposal form. If you are unable to bid on this basis, please detail your pricing policy and include it with your proposal.

## **8. INCOMPLETE BIDS**

Partial bids or incomplete bids will not be given the same consideration that complete or near complete bids will receive. The City will evaluate all bids and select the one which represents the lowest ultimate cost for an acceptable product for the term of the contract.

## **9. WARRANTY**

Contractors shall guarantee their workmanship and be in compliance with all applicable codes. The contract warranty period for materials and also labour shall be one (1) year from date of invoice.

## **10. VENDOR PERFORMANCE MANAGEMENT - CONTRACTOR EVALUATION**

On a yearly basis, at the discretion of the Project Leader, he will prepare a report on the performance of the Contractor.

The report will rate performance in various categories including: project management, site supervision, quality of work, health and safety, communications, public relations, cost control, schedule management, and site management. The report will be discussed with the contractor and a copy of the completed report will be provided.

Performance ratings will be used by the City in analysing future bids by the Contractor. Copies of the report may be provided to other municipalities or their agents.

A Contractor who scores a failing grade (<49) on their Performance Review will not be eligible to have any City of Clarence-Rockland project awarded to them as either a General Contractor or a Sub Contractor. This suspension period may last for a period up to 3 years from the date of the completion of the Failed Project. Any bid submission made during the suspension period will be returned, unopened to the Contractor.

- a) At the outset of a project, the City shall institute a Vendor Performance Management evaluation process.
- b) The performance evaluation shall rate the performance of the Contractor on standard criteria as listed in Appendix "B". The Contractor shall be responsible for the performance of his Sub Contractors and will be evaluated as such. A copy of the Performance Evaluations and introductory letter shall be provided to the Contractor on a yearly basis, and shall remain constant for the duration of the contract. Performance issues shall be noted in writing with a copy to the Contractor and a copy to the departmental project file. Performance issues shall also be noted in any site meeting or project meeting minutes.
- c) The performance evaluation shall determine whether a Contractor will:
  - i) be allowed to bid for future contracts with the City of Clarence-Rockland;
  - ii) be suspended from bidding on any contracts with the City of Clarence-Rockland
- d) No bid will be accepted from any contractor during the term of the suspension. Any bid submitted by the Contractor will be returned, unopened to the address on the bid envelope. If the Contractor is listed as a Sub Contractor on another bid, the City will notify the General Contractor that they will be unable to accept the submitted bid unless another Sub Contractor is identified. It is the suspended Contractor's responsibility to notify any General Contractors of their suspension with the City of Clarence-Rockland.
- e) The Contractor may request a debriefing meeting to discuss the evaluation within thirty (30) calendar days following delivery of the evaluation. The request outlining any comments or concerns with the Performance Review rankings should be sent in writing to the Manager of the Project/Client Department for review. Only the comments and rankings of the Vendor Performance Management contractor evaluation will be open for discussion. Any changes to the evaluation form and weighing criteria will not be entertained. If the Contractor remains unsatisfied with the outcome of the debriefing meeting, they can request in writing to the Manager of Procurement Supply, a further review by the City of Clarence-Rockland Review Committee.
- f) The Review Committee will hear from both City staff and the Contractor at a time and place appointed in writing by the Committee. The Committee shall be comprised of the original City team members that participated in the procurement process, the Treasurer and the Manager of Supply, or their

designate. The decision of the Review Committee shall be in writing and final and be provided to City Staff and the Contractor.

- g) Bids will not be accepted by the Contractor for work in the City of Clarence-Rockland as a General or Sub Contractor during the review process.
- h) In reaching a decision, Staff shall be entitled to rely upon the evaluation criteria determined in advance of the project and the results of prior performance evaluations relating to other contracts performed by the same contractor or consultant.
- i) The results of any Vendor Performance Management contractor evaluation may be disclosed to other Municipalities or government bodies upon request.

**1. SCOPE OF WORK**

The intent of this Request for Standing Offer (RFSO) is to establish a call up list with three (3) Plumbing Contractors for the supply of Plumbing services on a regular and emergency "as required" basis. The provision of services are as follows:

1.1 The contractor will respond to and repair site plumbing services on an "as required basis" to the satisfaction of the City Representative;

1.2 - Upon request the contractor will furnish written price quotations for all work orders to the City Representative;

1.3 Contractors must be fully prepared to take on any work assignment regardless of the nature and complexities involved;

1.4 Contractors shall manage service assignments including Work recalls within a reasonable period of time and within the time indicated on the Service Quotation.

1.5 Contractors shall keep the City Representative informed with respect to work progress and completion.

1.6 Contractors shall not subcontract any work except where the "Subcontractor" is acting as an employee of the Contractor.

1.7 The Company acknowledges that he/she has read and understood the Occupational Health and Safety Act and agrees to indemnify and save the City harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act. The Contractor agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act. Note: Facility log books to be updated by the contractor at the time of project completion.

**2. SERVICE PROCEDURE**

- a. A service requirement is identified by a City Representative;
- b. The Contractor is notified and responds as per the proposed service call response times provided;
- c. The Contractors makes a full assessment of the site requirements and prepares a quotation.
- d. The appropriate authority is provided by the City Representative.

**3. NON-EXCLUSIVITY**

Any contract(s) awarded as a result of the proposal process does not entitle the Contractor(s) to any exclusive rights and/or privileges with respect to the procurement of stated Work. However, it is anticipated that the Contractors will be the primary ones involved during the term of any contract.

**4. QUALITY OF WORK AND MATERIALS**

The quality of materials shall be new and first class in every respect and the quality of work is to be to accepted trade practices.



**5. STANDARDS**

All goods supplied to the City must be appropriately identified as approved by the Canadian Standards Association (CSA) and/or the Underwriters Laboratories (UL), standards for safety.

**6. INCOMPLETE WORK**

The City reserves the right to have the work completed by others in the event that the Contractor fails to complete the specified work within the time stated in the form of proposal.

The Contractor shall be liable for all costs incurred by the City in having the above-mentioned work performed. Costs shall be deducted from any monies payable to the Contractor.

**7. QUALIFICATIONS**

All work shall be executed by skilled trade personnel.

**8. PERMITS, FEES AND CERTIFICATES**

The Contractor shall give all necessary notices, obtain all necessary permits, pay all fees and furnish all necessary certificates as evidence that all work, as installed, conforms to the laws of all governing authorities before the final Certificate of Payment is issued by the City. All changes and alterations required by an authorized inspector of any authority having jurisdiction should be carried out without charge to the City. A copy of all permits, and any other required documentation will be forwarded to the City's designate for City records.

The Proponent shall obtain upon award the following permit.  
Permis d'affaire / Business Licence

**9. CLEANING AND COMPLETION**

The Contractor shall keep the site free from accumulation of dirt, and excess materials at all times and remove same upon completion of contract. The Contractor shall clean all areas fouled by the Contractor. If not, the said site shall be cleaned by others and the cost of such cleaning will be deducted from monies owed to the Contractor.

**10. CONTRACTOR'S INSOLVENCY**

The purchase may be terminated, at the City's option, effective upon written notice to the Contractor in the event that: Contractor files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed, or any proceeding is demanded for, by or against the Contractor under any provision of the Federal Bankruptcy Act, as amended or any applicable Provincial Law.

**11. CONTRACTOR'S DEFAULT**

Upon any default of the Contractor, the City at its election may reduce or cancel any purchase order in the event that any delivery or deliveries affected are not made at the time specified in this Proposal.

**12. PROTECTION OF EXISTING STRUCTURES**

The Contractor shall be informed of, and protect all existing services, structures and vehicles, to the satisfaction of the City's Representative. Any damage shall be repaired and/or replaced by the Contractor, at their own expense, to the satisfaction of the City.

Bid Number: **F18-COM-2020-011**  
Bid Description: **PLUMBING SERVICES - REPAIR AND PREVENTIVE MAINTENANCE - CALL UP LIST**  
Closing Date: May 15, 2020  
Time: 2:00:00 p.m. Local Time

Submitted to: Corporation of the City of Clarence-Rockland  
1560 rue Laurier  
Client Service Center  
Rockland, ON  
K4K 1P7

I/We the undersigned have read and understand this Bid document, and herewith agree to perform the work required in accordance with the Bid document issued by Procurement Services, at the price(s) listed below:

An average of all three years' days and evening rates will be used as basis for the rankings.

I/We acknowledge that we have received addenda numbered \_\_\_\_ to \_\_\_\_ inclusive, or, if no addenda were issued, "None" and the prices submitted include the provisions set out in such addenda.

Date of Earliest Commencement of Work upon award \_\_\_\_\_

We certify that:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in our bid submission is correct.
3. Except as expressly and specifically permitted in the instructions to contractors, we shall not have any claim for any compensation of any kind whatsoever, as a result of participating in this bid, and by submitting a bid we shall be deemed to have agreed that we have no such claim.
4. To the best of my/our knowledge and belief our bid submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a bid for the same work and is in all respects fair and without collusion or fraud.
5. To the best of my/our knowledge and belief no member of the Council and no officer or employee of the Corporation of the City of Clarence-Rockland is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of the contract, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived therefrom.
6. My/Our bid submission will remain open for acceptance for a period of 120 (one hundred and twenty) calendar days after opening of the bids and the Corporation of the City of Clarence-Rockland may at any time within this period accept our bid submission.

To the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage or conflict of interest in our bid submission or our performing of or observing the contractual obligations of the contractor as set out in the contract.

**Schedule 5 - Contractor Material Rates**

The cost of materials to the City shall be at Contractors invoiced cost, plus a percentage above invoiced cost. Indicate here, the materials pricing methodology for the term of contract. At his own discretion, the City may request that a copy of the contractor's invoice cost be provided.

Materials will be billed at contractors invoiced cost plus:

	FY 2020	FY 2021	FY 2022	Avg. 2020-2021-2022
Cost Plus	%	%	%	%

Provide an explanation here, if other than the above

**Schedule 6 – Contractor Labor Rates**

Provide a labor price proposal here noting that the 'times' specified will be used to complete the evaluation.

	FY 2020	FY 2021	FY 2022	Avg. 2020-2021-2022
Hourly Rates Days 7 a.m. to 5 P.M.	\$	\$	\$	\$
Hourly Rate Evenings 5.01 p.m. to 6.59 a.m. & Weekends	\$	\$	\$	\$
Hourly Rate Statutory Holidays	\$	\$	\$	\$

\*\*\*\*Rankings will be based on the 3 year average of Day, Evening and Statutory Holidays Rates and the Contractors Material Rates\*\*\*\*

The City may at its own discretion decide to renew the contract for an additional two years as per Ontario Consumer Price Index (CPI) as published by Statistics Canada for the whole of Ontario under the heading 'All Items' for the preceding twelve months.

Service Call Guidelines	Week Days 7 a.m. to 5 p.m.		Evenings & Nights (5.01 p.m. to 6.59 a.m.) & Weekends	
<b>Service Acknowledgement Response:</b> <i>specify the actual response time once a City Representative places a service call to your company</i>	minutes	minutes	minutes	minutes
<b>Service On Site Response:</b> <i>specify the actual 'on site' response time from the point a service acknowledgement</i>	minutes	minutes	minutes	minutes

<i>is received by the City Representative</i>				
<b>Service On Site Response / Emergency Situation:</b>				
<i>specify the actual 'on site' response time from the point a service acknowledgement is received by the City Representative</i>	minutes	minutes	minutes	minutes
State the main telephone number:	( )			
State the main cell phone number:	( )			
State the main pager number:	( )			
State the main email address:				
Is email monitored?		yes	no	
Can email be used to make contact for service and to receive quotations?		yes	no	

**Signed and submitted for and on behalf of:**

Company Name		
Address	City	Postal Code
X		
Signature of Authorized Signing Officer	Print Name, Title	
( )		
Telephone Number	Date	
( )		
Fax Number	Email Address	
HST Business Number	Payment Terms (E.G. 2%-10 Days, Net 45)	

Your completion of this form confirms acceptance of the City of Clarence-Rockland's Standard Terms and Conditions. Contractors who impose restrictions on their bid using a qualifying statement risk having their bid rejected.

**APPENDIX A - CONTRACTOR'S EXPERIENCE IN SIMILAR WORK**

State other Owners, which have been supplied/serviced by the Contractor within the last *five (5)* years for projects of a scope and nature similar to the project described in this Call for Bids. The awarded contractor may be required to produce schedule of written references upon request.

The City reserves the right to consider, during the review of Bids, information provided in response to enquiries of references provided by the contractor; poor reference(s) and/or an unsatisfactory safety record may result in the immediate rejection of the contractor at the discretion of the City.

In addition, any information received in response to enquiries made by the City to third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the contractor may also be considered.

<b><u>PROJECT DESCRIPTION</u></b>	<b><u>NAME AND ADDRESS OF BUSINESS OWNER</u></b>	<b><u>CONTACT NAME / REFERENCE</u> c/w e-mail address :</b>

Pursuant to Section 29(1(a) of the Municipal Freedom of Information Act, I \_\_\_\_\_, authorize the Corporation of the City of Clarence-Rockland to contact any person(s)/companies, be they listed above or not, for the purpose of obtaining reference information. Any questions regarding the use and/or content of this form should be directed to the Corporation of the City of Clarence-Rockland, 1560 rue Laurier Street, Clarence-Rockland, ON K4K1P7, tel. (613) 446-6022 – refer to “Communications” contact listed on page 3.

## APPENDIX B – CONTRACTOR / VENDOR PERFORMANCE EVALUATION



### City of Clarence-Rockland VENDOR PERFORMANCE MANAGEMENT CONTRACTOR EVALUATION

copy of the completed evaluation should be placed in the project file and sent to the VPM Coordinator.

<b>City Project Manager</b>		<b>Contract #</b>	
<b>Evaluation Type (please select one)</b>			
Interim	<input type="checkbox"/>	Final	<input checked="" type="checkbox"/>
<b>Vendor Name</b>		<b>Vendor Project Manager</b>	

<b>Vendor Site Superintendent</b>	<b>Vendor Project Team/Subcontractors</b>

<b>Project Completion Date</b>	<b>VPM Debriefing Date</b>
<b>City Representatives in Attendance (at debriefing)</b>	<b>Vendor Representatives in Attendance (at debriefing)</b>

Performance Indicator - Weighting: 15	Description	(X)	Points	Rating	Comments
<b>1. PROJECT MANAGER</b> (How well the Contractor managed the project in regards to scope, schedule, budget, and risk. Was the Contractor project manager organized, prompt and did they communicate with City staff and the Contract Administrator effectively and in a timely manner, both verbally and in writing? Were documents submitted on time? Did the project manager communicate and manage his staff and Sub-Contractors effectively? Did the project manager deal with city staff and the CA in a respectful and professional manner? Were issues dealt with quickly and efficiently in consultation with the project team?)	100 %		15.00	0.00	
	85%		12.75		
	70%		10.50		
	50%		7.50		

25%	Serious Project Management problems that negatively affected the overall Project. Poor communication		3.75
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Performance Indicator - Weighting: 10		Description	(X)	Points	Rating	Comments
2. SUPERVISION (The extent to which the Site Supervisor managed the site. Did the site super have a thorough understanding of the construction drawings and specs? Did the site super maintain good records on site including site instructions, change notices, as-built? Did the site super provide good supervision to staff and sub-contractors? Was the work on site done efficiently according to the project schedule? Was the site super respectful and professional in dealing with city staff and consultants? Did the site super coordinate the required inspections?)	100 %	Outstanding supervision of site. Proactive approach to project and timely issue management.		10	0.00	
	85%	Consistent, qualified and coordinated supervision. Issue management completed in a timely and appropriate fashion.		8.5		
	70%	Satisfactory supervision with some issues. Issues were corrected in a reasonable time frame.		7		
	50%	Supervision of site needs improvement. Inconsistency in approach; slow to respond to identified issues. Negatively impacted project scope, schedule and/or budget.		5		
	25%	Multiple interventions required to bring supervision to adequate level. Unresponsive to identified issues. Ignored project scope, schedule and/or budget.		2.5		

Performance Indicator - Weighting: 15		Description	(X)	Points	Rating	Comments
3. QUALITY (Finished product meets the defined standards for quality assurance in Contract Specifications; product delivered within project scope and in expected condition; Very few deficiencies were noted during site inspections; deficiencies were corrected promptly)	100 %	Above average to extraordinary workmanship;		15.00	0.00	
	85%	Some areas exceed normal standard and expectations; remainder of items delivered satisfactorily.		12.75		
	70%	Acceptable workmanship; Average number (Less than 10% of the items) of deficiencies for project type.		10.50		
	50%	Below average workmanship. Above average number ( Between 10% and 30% of the items) of deficiencies.		7.50		
	25%	Poor workmanship. Numerous deficiencies. (More than 30% of the items)		3.75		

Performance Indicator - Weighting: 15		Description	(X)	Points	Rating	Comments
4. HEALTH AND SAFETY (Contractor submits an appropriate Health and Safety Plan, and ensures adequate and proper safety procedures followed. Adequate safety fencing. Traffic control meeting specified standards. Adherence to Ministry of Labor standards. Notice of	100 %	Outstanding Health and Safety; exceeds OHSA standard.		15.00	0.00	
	85%	Commendable Health and Safety; meets OHSA standard and exceeds in some areas.		12.75		

Project is posted in site trailer. Regular lunchbox meetings are held with workers and minutes recorded. Site is clean, adequate housekeeping. Equipment is in good working condition. Site is safely accessible by all.)

70%	Acceptable Health and Safety; meets OHSA standard.	10.50
50%	Multiple Health and Safety concerns. Several items not meeting OHSA standard(s).	7.50
25%	Significant Health and Safety concerns identified; Little to no effort made by Contractor to meet OHSA standard(s).	3.75

Performance Indicator - Weighting: 10		Description	(X)	Points	Rating	Comments
5. CO-OPERATION, COMMUNICATION, AND PUBLIC/CLIENT RELATIONS (Degree of co-operation with City project manager, city officials, consultants, inspectors, public utilities, and other agencies. Contractor's consideration of and communication with general public, motorists, residents, and community associations. Professional verbal and written communication)	100 %	Co-operative and proactive response to City and resident concerns. Innovative communications with public and/or City staff.		10	0.00	
	85%	Co-operative and timely response to City and resident concerns. At times, communication exceeds expected standard.		8.5		
	70%	Satisfactory response to City and resident concerns; Contractor involved in developing solutions and ensures prompt and appropriate action.		7		
	50%	Public/Client Relations needs improvement. Management of issues slow and inconsistent. Communications with public and City have minor issues.		5		
	25%	Unacceptable Public/Client Relations; Issue Management is slow, inconsistent, uncooperative. Communication(s) with the public and City are strained.		2.5		

Performance Indicator - Weighting: 10		Description	(X)	Points	Rating	Comments
6. COST CONTROL (Project delivered within budget. Invoices presented in a clear manner and submitted on time. Change Notices reasonably priced, with appropriate breakdown and backup, and submitted in a timely manner. Contractor is proactive in reviewing the drawings and site conditions to mitigate certain changes. No unwarranted claims submitted.)	100 %	Outstanding cost control. Reasonable pricing on Change Orders and Extra Work and processed in an expedited manner.		10	0.00	
	85%	Cost Control was consistent and exceeded expectations on some occasions. Change Orders and Extra Work were priced fairly and processed efficiently.		8.5		
	70%	Consistent and fair pricing on Change Orders and Extra Work. Prompt receipt of Change Orders.		7		
	50%	Inconsistent and/or unfair pricing on Change Orders and Extra Work. Change Orders priced and received in a reasonable time.		5		



25%	Multiple occasions of inconsistent and/or unfair pricing on Change Orders and Extra Work. Change Orders processed slowly.		2.5
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**Performance Indicator - Weighting: 10**

	Description	(X)	Points	Rating	Comments
7. SITE MANAGEMENT (Site is clean, accessible and safe. Degree of care taken when handling and storing materials, where applicable. Material storage area is fenced from the public. Site trailer is in good condition and adequate for its purpose (site super work area, drawing table, meeting area, etc.). Minimal to no adverse impact on ongoing facility operations, including timely isolation requests, where applicable. Traffic Control plan meets project requirements. Adherence to Contract provisions and restrictions.)	100 %		10	0.00	
	85%		8.5		
	70%		7		
	50%		5		
	25%		2.5		

**Performance Indicator - Weighting: 15**

	Description	(X)	Points	Rating	Comments
8. SCHEDULE MANAGEMENT(Amount of effort required in order to deliver the project on time. Contractor worked in an efficient manner. Subcontractors hired on time. Shop drawings submitted expeditiously. Supplies and materials ordered on time. Permits obtained on time. Contractor submitted a detailed project schedule in Gantt format prior to project start, and updated on a regular basis. Contractor provided 3-week look ahead schedules during construction)	100 %		15.00	0.00	
	85%		12.75		
	70%		10.50		
	50%		7.50		
	25%		3.75		
<b>FINAL CONTRACTOR RATING %</b>				<b>0.00 %</b>	

**Overall Comments**

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

<b>Signature - City Representative</b>	<b>Date</b>

**APPENDIX C - ACCESSIBILITY STANDARDS**

***Ontario Regulation 429/07:  
ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING  
ACKNOWLEDGEMENT FORM  
for Contractors and Third Party Providers to  
The Corporation of the City of Clarence-Rockland***

Section 6 of Ontario Regulation 429/07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* states that:

6. (1) Every provider of goods or services shall ensure that the following persons receive training about the provision of its goods or services to persons with disabilities:
  1. Every person who deals with members of the public or other third parties on behalf of the provider, whether the person does so as an employee, agent, volunteer or otherwise.
  2. Every person who participates in developing the provider's policies, practices and procedures governing the provision of goods or services to members of the public or other third parties.

We acknowledge and confirm that we are in full compliance with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service) made under the *Accessibility for Ontarians with Disabilities Act, 2005*. We confirm that all employees, agents, volunteers, or others for whom we are at law responsible who are required to receive training under the Act have completed the training available at <https://www.accessforward.ca/> We will provide to the City any further documentation that confirms this training upon the request of the City.

We will indemnify the City from and against any costs, expenses, fines, penalties, damages or losses that the City incurs or suffers as a result of our failure to comply with the Act.

\_\_\_\_\_  
Name of Contractor or Third Party Provider

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Printed Name of Person Above

\_\_\_\_\_  
Date

## APPENDIX D - MUNICIPAL BUILDING LIST

Name	Address	Use	Floor Area (ft <sup>2</sup> )
<b>Facilities</b>			
<b>Alphonse Carrière Community Center</b>	3154 Gendron Street, Hammond	Community Centre	2,296
<b>Ronald Lalonde Community Center</b>	2564 St-Pascal Rd, St-Pascal	Community Centre	5,756
<b>Bourget Community Center</b>	19 Lavigne Rd., Bourget	Community Centre	10,686
<b>Chamberland Center</b>	1517 Laurier St, Rockland	Community Centre	2,128
<b>Clarence Creek Arena</b>	418 Lemay St., Clarence Creek	Indoor Ice Rink; Community Centre	35,165
<b>Jean-Marc Lalonde Arena</b>	1450 ave du Parc, Rockland	Indoor Ice Rink; Community Centre	41,171
<b>Band Shell</b>	1500 ave du Parc, Rockland	Cultural Facility	756
<b>Arts and cultural Center</b>	1500 ave du Parc, Rockland	Cultural Facility	1,430
<b>Museum</b>	687 Laurier, Rockland	Cultural Facility	6,879
<b>Recreation Garage</b>	2815 Chamberland, Rockland	Storage Facility	1,812
<b>Municipal Garage</b>	417 Lemay St, Clarence Creek	Storage Facility	6,297
<b>Archives</b>	2475 ch. St-Pascal, St-Pascal	Administrative Office	2,257
<b>Rockland City Hall</b>	1560 Laurier Street, Rockland	Administrative Office	10,626
<b>Rockland Fire Hall</b>	1550 Laurier, Rockland	Fire Station	3,000
<b>Clarence Creek Fire Hall</b>	1484 Landry Street, Clarence Creek	Fire Station	2,400
<b>Bourget Fire Hall</b>	2163 Laval Street, Bourget	Fire Station	2,300
<b>Clarence Creek City Hall</b>	415 Lemay Street, Clarence Creek	Administrative Office	4,326
<b>Bourget Train Station</b>	139 Levis Street	Other	1,902

**COURTESY LABEL**

From:

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**BID SUBMISSION – F18-COM-2020-011  
PLUMBING SERVICES REPAIRS AND PREVENTIVE MAINTENANCE  
(CALL UP LIST)**

**TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**

1560 rue Laurier Street

**Client Service Center**

CLARENCE-ROCKLAND, ONTARIO, K4K 1P7

**CLOSING DEADLINE – no later than 2:00:00 P.M., May 15, 2020**