



Rainy River District
Social Services
Administration Board

**WINDOW REPLACEMENT
33 QUEEN STREET,
EMO, ONTARIO**

TENDER: DSSAB 20-17

TENDER NO: DSSAB 20-17

WINDOW REPLACEMENT 33 QUEEN STREET, EMO, ONTARIO

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SECTION 1 - REQUEST FOR TENDER

WINDOW REPLACEMENT **33 QUEEN STREET**

Sealed Tenders clearly marked **Tender: DSSAB 20-17** will be received by the Supervisor of Infrastructure & Asset Management of the Rainy River District Social Services Administration Board (RRDSSAB) up to but not later than:

1:30 p.m. (local Fort Frances time)
Wednesday, August 12, 2020

Tenders will be opened publicly and read aloud in the Board Room of the RRDSSAB, 450 Scott Street, Fort Frances, Ontario. **Please note** that, at this time, RRDSSAB is not allowing members of the public into our office to attend tender openings. Anyone wishing to take part in the tender opening must contact Michelle Shute, Supervisor of Infrastructure & Asset Management for details on participating in the tender opening remotely.

The provided Tender Forms ("Tender Forms") are required to be submitted along with a certified cheque or bank draft in the amount of 5% of the total tender amount excluding HST attached to the outside of the sealed tender. Please submit completed Tender Forms to:

Rainy River District Social Services Administration Board
Attention: Michelle Shute, Supervisor of Infrastructure & Asset Management
450 Scott Street
Fort Frances, Ontario
P9A 1H2

A copy of the *Request for Tender*, Tender Guidelines, and Specifications may be found on the RRDSSAB website at www.rrdssab.on.ca or obtained from the RRDSSAB Offices, 450 Scott Street, Fort Frances, Ontario, after **1:00 p.m. on TUESDAY, JULY 28, 2020**.

Please direct any questions regarding this Tender to: Michelle Shute, Supervisor of Infrastructure & Asset Management, Phone: 807-274-5349, ext. 229, Fax: 807-274-0678 or email: michelles@rrdssab.on.ca.

The lowest or any bid not necessarily accepted. The Rainy River District Social Services Administration Board (RRDSSAB) reserves the right to reject any or all bids, to waive irregularities and informalities therein, and to award the contract in the best interest of the Board. See Tender information, Tender Forms and other Tender documents for all terms, conditions and requirements.

SECTION 2 - TENDER INFORMATION

- 1.1 The RRDSSAB reserves the right to reject or disqualify bids not submitted in strict accordance with requirements of the Tender documents.
- 1.2 The lowest or any Tender will not necessarily be accepted and the RRDSSAB reserves the right to:
 - (a) reject any or all bids;
 - (b) waive irregularities and informalities;
 - (c) accept a Tender which is not the lowest Tender;
 - (d) reject a Tender that is the lowest Tender (and even if it is the only Tender received); and
 - (e) award the bid in the best interest of the Board.
- 1.3 The RRDSSAB reserves the right to consider, during the evaluation of Tender:
 - (a) information provided in the Tender document itself;
 - (b) information provided in response to enquiries of credit and industry references set out in the Tender;
 - (c) information received in response to enquiries made by the RRDSSAB of third parties, apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Tenderer;
 - (d) the manner in which the Tenderer provides services to others;
 - (e) the experience and qualification of the Tenderer's senior management; and project management;
 - (f) the compliance of the Tenderer with the RRDSSAB's requirements and specifications; and
 - (g) any other thing or matter which the RRDSSAB, in its sole unfettered discretion, deems appropriate.
- 1.4 By submitting a Tender, the Tenderer acknowledges the RRDSSAB's rights under this Section and absolutely waives any right, or cause of action against the RRDSSAB and its consultants, by reason of the RRDSSAB's failure to accept the Tender submitted by the Tenderer, whether such right or cause of action arises in contract, negligence, or otherwise.
- 1.5 If for any reason, this policy contradicts the policy of any Federal, Provincial or other source of funding, it will not apply. During the bid evaluation process, preference will be

given to the purchase of Canadian goods and services over non-Canadian goods and services, wherever it may be economical to do so.

- 1.6 When Tender amounts received are the same in total acquisition cost, negotiations may be entered into to achieve a lesser price without substantial change to the scope of work.
- 1.7 (a) The following schedules are attached to and form an integral part hereof:
- (i) Schedule 1 – Tender Forms (the “Tender Forms”);
 - (ii) Schedule 2 – Standard Form of Agreement (the “Agreement”);
 - (iii) Schedule 3 – Occupational Health and Safety Agreement (the “OH&S Agreement”); and
- (b) In this Tender, the Tender Information, Scope of Work, Tender Forms, Addenda, and the Agreement are collectively referred to as the “Tender Documents”.
- 1.8 Tenderers may, up to two (2) business days prior to Closing Time, be advised by Addenda of, without limitation, additions to, deletions from, alterations in, or other changes to, the Tender Documents. All such Addenda will be found at RRDSSAB’s website (www.rrdssab.on.ca). All such changes shall become an integral part of the Tender Documents and allowed for by the Tenderer in its Tender and Tender pricing. The Tender Forms provide for an acknowledgement by the Tenderer of receipt by the Tenderer of any and all Addenda.
- 1.9 All Tenders are to be submitted upon the enclosed Tender Forms.
- 1.10 This Tender closes at **1:30 p.m. Local (Fort Frances) time, Wednesday, August 12, 2020** (herein sometimes referred to as the “Closing Time”), after which time Tenders received will be opened publicly and read aloud at the RRDSSAB Board Room, 450 Scott Street, Fort Frances, Ontario.
- Two (2) sets of originally signed Tender Forms fully completed, sealed and clearly marked **Tender DSSAB 20-17** must be received by the Supervisor of Infrastructure & Asset Management or designate up to, but not later than, the Closing Time.
- 1.11 Bids may be submitted by fax transmittal through a third party, however the Board assumes no responsibility whatsoever for proper receipt of such fax transmittals and the original of such Tenders and enclosures shall be received by the RRDSSAB within two (2) business days of the Closing Time.
- 1.12 The Tenderer shall examine the Tender Documents as soon as possible, and immediately notify the Supervisor of Infrastructure & Asset Management or designate of any errors, omissions or conflicts discovered.
- 1.13 Tenders received prior to the Closing Time may be withdrawn by the Tenderer only upon, and by, written notice of withdrawal, which written notice of withdrawal must be

received by the Supervisor of Infrastructure & Asset Management or designate no later than the Closing Time. If such written notice of withdrawal is not so received by the Supervisor of Infrastructure & Asset Management, such Tender shall be deemed as being open for the RRDSSAB to consider and/or accept. The last Tender received shall invalidate all previous Tenders received from the same Tenderer.

- 1.14 Tenders shall remain open to acceptance and shall be irrevocable for a period of forty-five (45) calendar days after closing date.
- 1.15 Tender award will be approved, per RRDSSAB Policy & Procedures.
- 1.16 Tenderers are advised to review the Tender Documents for all terms, conditions and requirements. For general informational purposes only, Tenderers are advised that:
 - (a) the RRDSSAB is requesting Tenders to replace forty-nine (49) exterior windows at the property known as Queen Street Manor, located at 33 Queen Street, Emo, Ontario (all as more fully detailed in the Tender Documents);
 - (b) The Tenderer is responsible for any applicable permits;
 - (c) All work must be completed by 6:00 p.m. local time on Friday, November 20, 2020;
 - (d) Payment will be made upon completion of the work. Ten percent (10%) of each payment will be withheld to a total of ten percent (10%) of the total project. This holdback will be retained for forty-five (45) days following completion of the project. On-site meetings will be held as required and may be initiated by either party; and
 - (e) Regular tenant services must be maintained throughout the duration of the project. One door at each unit must remain operational for use by tenants for the duration of the project. Scheduling of door closures must be arranged prior to closure with Asset Management Assistant, Michelle Ballan.
- 1.17 As it is the responsibility of the Tenderer to determine levy and collection of Harmonized Sales Tax (HST), amounts bid shall show the HST amount and HST number, or alternatively cite the basis of exemption in lieu thereof.
- 1.18 In a case where a successful Tenderer is not an Ontario resident contractor/ Tenderer, such Tenderer is required to either:
 - (a) provide a copy of a valid Retail Sales Tax Vendor Permit; or
 - (b) file with the RRDSSAB a copy of the letter of compliance issued by the Ontario Retail Sales Tax Branch.

Failure to comply will result in such portion, as prescribed by law, of any payment made or to be made by the RRDSSAB to the Tenderer to be withheld for remittance as required.

- 1.19 The RRDSSAB is governed by the *Municipal Freedom of Information & Protection of Privacy Act (MFIPPA)*, therefore Tenderers must accept that the bid contents can be made public as a condition of the bidding process.
- 1.20 All Tenderers will be required to submit a Bid Deposit in the amount of five percent (5%) of the total bid price payable to the RRDSSAB, excluding HST. In the case of a facsimile transmission, the original deposit must be received within two (2) business days of closing time. Proof of the deposit, acceptable to the RRDSSAB, must be included in the electronic submission.
- 1.21 Deposits of unsuccessful Tenderers will be returned not later than ten (10) working days following the Tender award. Except as otherwise provided for herein, the Deposit of the successful Tenderer will be returned with the first progress payment.
- 1.22 Forthwith upon the RRDSSAB issuing the Letter of Intent to Award, notifying a Tenderer that such Tenderer has been awarded the Tender, such Tenderer shall:
- (a) be prepared to replace forty-nine (49) exterior windows at 33 Queen Street in Emo, Ontario in accordance with the Tender Documents, as successfully tendered for; and
 - (b) deliver to the RRDSSAB:
 - (i) proof of current WSIB coverage/WSIB Clearance Certificate;
 - (ii) proof of current liability insurance coverage minimum \$2 million per occurrence;
 - (iii) the name of the person responsible for administering the contractor's health and safety program;
 - (iv) proof of appropriate staff training where required, i.e. Transportation of Dangerous Goods, OHSA, WHMIS, etc.
 - (v) proof of equipment certification where required, i.e. lifting devices, boom cranes, underwater diving, etc.;
 - (vi) copy of the contractor's health and safety policies and procedures;
 - (vii) particulars of any convictions or orders imposed under health and safety or environmental legislation; and
 - (viii) executed Agreement for performance of work (enclosed).

Some of the above documents may be provided annually and retained on file at the RRDSSAB. If you have recently submitted the current information, please check with the Supervisor of Infrastructure & Asset Management as to what additional information may be required.

If the Tenderer fails to deliver to the RRDSSAB, the Agreement and the OH&S Agreement properly executed by the Tenderer or to supply the specified insurance

documents and health & safety policies, within five (5) business days of the date of acceptance of the Tender, or to the start of the project when directed:

- (a) the RRDSSAB shall be entitled, without prejudice to any other right or remedy it may have, to deem the Tenderer to have abandoned the Tender made by the Tenderer, and the RRDSSAB shall be entitled to retain the Deposit as liquidated damages (and not as a penalty); and
- (b) the Tenderer shall pay to the RRDSSAB the difference between, the Total Tender Price set out in its Tender and any other Tender which the RRDSSAB accepts (if such other Tender is for a larger amount) and, in addition thereto, any costs which the RRDSSAB may incur by reason of the RRDSSAB re-Tendering, and, further, the Tenderer shall fully indemnify and save harmless the RRDSSAB, its officers, employees, and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Tenderer.

1.23 The successful Tenderer(s) shall take out and keep in force, throughout and for the duration of such Tenderer's obligations to and/or contract with the RRDSSAB, but in any event for no less time than for completion of the project including any and all remedial work, a comprehensive policy (herein sometimes referred to as the "Policy") of public liability and property damage insurance in the amount of not less than **\$2,000,000.00** inclusive per occurrence.

Such Policy shall name the RRDSSAB as an additional insured thereunder and shall contain:

- (a) the insurer's waiver of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the RRDSSAB and any other corporation owned, operated, or controlled by or affiliated with the RRDSSAB, together with a severability of interest clause and a cross liability clause; and
- (b) an undertaking by the insurer not to cancel, change, lapse or refuse to renew the insurance therein granted without first giving the parties notice of its intentions in writing of at least 60 days prior to the intended change, lapse, cancellation or termination.

A certified copy of the Policy or certificate thereof shall be deposited with the RRDSSAB, upon signing of the Agreement or as the RRDSSAB may direct.

1.24 In the Tender Documents, the singular, or masculine, or personal, pronouns herein shall be construed as meaning the plural, or feminine, or neuter, as the context requires.

SECTION 3 – CONTRACT REQUIREMENTS

Part 1 – General Requirements

Intent

- 1.1.1 This section outlines the general requirements that shall be administered by the General Contractor. While the specification section establishes the requirements for each trade, the General Contractor shall directly supervise and administer all contract requirements to ensure the provision of materials, labour, equipment, services and incidentals necessary to complete the work on time and to the quality specified.
- 1.1.2 Provide all labour, material, equipment, services and incidentals as necessary to perform the work as described herein.

Job Conditions

- 1.2.1 Conduct the operation of this contract in a cooperative manner with the RRDSSAB and interfere as little as possible with the normal operation and function of the project;
- 1.2.2 Verify all conditions and measurements at the site, prior to submitting the quotation. Failure to do this will not relieve the contractor of responsibility nor permit charges for extras if preliminary examinations would have indicated adverse conditions.
- 1.2.3 Notify RRDSSAB of any obvious errors or omissions with respect to specifications prior to submission of quote.
- 1.2.4 Dwelling units may be occupied and work must be carried out in such a manner as to cause as little inconvenience as possible to the residents. Existing services to the residents and unobstructed access must be maintained for the residents.
- 1.2.5 Apply for, obtain, and pay for all licenses, permits and inspections required for the work. Copies of all permits are to be provided to the RRDSSAB prior to commencement of work.

Work Schedule

- 1.3.1 Carry out work in a continuous manner. If at any time one phase falls behind schedule, take necessary measures to expedite subsequent phases to maintain or improve on completion date.
- 1.3.2 Carry out work between the hours of 8:00 a.m. and 6:00 p.m., local time, Monday through Friday only, except statutory holidays.
- 1.3.3 Give RRDSSAB at least five (5) working days' notice to RRDSSAB prior to commencing work.
- 1.3.4 Complete all work by **6:00 p.m. CST on Friday, November 20, 2020.**

Temporary Services

- 1.4.1 Power: 110 volts electrical, located outside each building, for operation of power tools.
- 1.4.2 Provide suitable coverings for materials that are to remain dry.
- 1.4.3 Deliver, store and maintain packaged materials and equipment with manufacturer's seals and labels intact.
- 1.4.4 Prevent damage and soiling of material and equipment during delivery, handling and storage. Immediately remove rejected materials and equipment from site.
- 1.4.5 Store and maintain materials and equipment in accordance with manufacturer's and supplier's instructions.
- 1.4.6 Do not load or permit to be loaded, any part of the work with a weight or force that will endanger the work or work site.

Fire Safety Requirements

- 1.5.1 Take all necessary precautions to prevent the possibility of fire including the use of fire resistant sheets to protect adjoining areas, when welding, brazing, grinding, and performing any operations with an open flame, combustible adhesives, or inflammable solvents.
- 1.5.2 Keep suitable portable fire extinguisher within 3 metres of the operation at all times when soldering, welding, brazing, grinding, and performing operations with an open flame, combustible adhesives, or inflammable solvents.
- 1.5.3 Ensure all rags and waste containing oil, grease, or other inflammable materials are stored in an approved metal container and removed from the site at the end of each working day.
- 1.5.4 Maintain fire fighters' access.

Contractors' Use of Site

- 1.6.1 Limited to areas for work and storage as directed by RRDSSAB.
- 1.6.2 Do not unreasonably encumber site with materials or equipment.
- 1.6.3 Do not obstruct entrances, stairs or fire exits.
- 1.6.4 Obtain permission for use of existing sanitary facilities from RRDSSAB and keep such facilities clean and sanitary at all times.
- 1.6.5 Make good damage to paving, grass, walkways, curbs, trees, planting beds, etc., caused due to the work of this contract.

Cutting, Fitting and Patching

- 1.7.1 Inspect existing conditions including elements subject to damage or movement during cutting and patching.
- 1.7.2 Where work connects with existing and where existing work is altered, cut, patch and make good to match existing.

Layout of Work

- 1.8.1 Contractor is responsible for layout of all parts of the work.
- 1.8.2 Errors resulting from failure to verify the proper lay out of any element of the installation shall be rectified without additional cost to RRDSSAB.

Standards

- 1.9.1 Be familiar with and comply with or exceed the requirements of applicable CGA, CGSB, CSA, ULC or ASTM standards.
- 1.9.2 Perform work in accordance with 2012 Building Code (Ontario Regulation 332/12) including all amendments up to tender closing date, and other codes of provincial or local application.
- 1.9.3 Failure to comply may result in rejection of the work and the need to replace or repair at no additional cost to RRDSSAB.
- 1.9.4 In case of conflict or discrepancy, the more stringent requirements shall apply.
- 1.9.5 Install all materials in accordance with manufacturers' recommendations.

Existing Conditions

- 1.10.1 If the RRDSSAB or Contractor discovers conditions at the place of Work that are subsurface or otherwise concealed physical conditions which existed before the commencement of the Work, which differ materially from those indicated in the Tender Documents, then the observing party shall notify the other party in writing no later than five (5) working days after first observance of the conditions.
- 1.10.2 The RRDSSAB will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the Contractor's cost or time to perform the Work, appropriate instructions for a change in the Work shall be issued by the RRDSSAB.
- 1.10.3 If the RRDSSAB finds that the conditions at the place of Work are not materially different, could reasonably have been inferred from the pre-bid meeting at the place of Work, or that no change in the Contract Price or duration is justified, these reasons shall be reported in writing to the Contractor.

Changes in Work

- 1.11.1 The RRDSSAB, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, with the Contract Price and the completion date being adjusted accordingly.
- 1.11.2 No additional Work shall be done or other changes to the Contract made without receiving prior written authority from the RRDSSAB.
- 1.11.3 In the case of a reduction in Scope of Work, the RRDSSAB shall determine the method of valuation of any change in the Work by any one or more of the following methods:
 - (a) by estimate and acceptance of a lump sum;
 - (b) by unit prices; and/or
 - (c) by cost and percentage or by cost and a fixed fee.
- 1.11.4 In cases of an addition to the Work to be paid for, the RRDSSAB shall certify the amount of the net cost of labour and materials, as determined by invoices and timesheets provided.

Inspections

- 1.12.1 Code compliance and other mandatory inspections shall be carried out by the designated inspector. Contractor is responsible for contacting the inspector for all inspections.
- 1.12.2 Inspections to ensure compliance with plans and specifications shall be carried out by an inspector designated by the RRDSSAB.

Occupational Health and Safety

- 1.13.1 It is the Contractor's responsibility to provide the proper notification to the Ministry of Labour prior to the commencement of work.
- 1.13.2 Comply with all aspects of the Occupational Health and Safety Act and regulations thereunder.
- 1.13.3 The Contractor will assume responsibility for any and all breaches of health and safety requirements including the cost of legal defense on a solicitor and own client basis should the RRDSSAB or any of its employees be charged with violating said Act or Regulations. In the event that the RRDSSAB and/or any employee thereof are convicted and fined for any such offence as having been a deemed employer or otherwise vicariously or definitively liable, the contractor will forthwith pay any such fine on behalf of such defendant.
- 1.13.4 Maintain on site a list of all hazardous materials proposed for use on site together with current Safety Data Sheets (SDS).

1.13.5 Label all hazardous materials according to WHMIS requirements.

1.13.6 Use experienced workers, fully instructed and trained in accordance with the requirements of WHMIS and other applicable regulations.

Coordination

1.14.1 Examine requirements of materials, labour and equipment standards for the work of this contract.

1.14.2 Ensure where the work of one trade is to be built-in, or is to be incorporated into, or is dependent on the work of another trade, that material, labour and equipment is provided so as to avoid work delays.

1.14.3 Ensure that installations, individually and collectively, comply fully with all contract requirements.

Salvage

1.15.1 Salvageable material shall remain the property of RRDSSAB unless stated otherwise.

Cleaning

1.16.1 When the work is Substantially Performed, remove surplus products, tools, construction machinery and equipment not required for performance of remaining work.

1.16.2 Maintain a clean site and building. Remove waste materials from site daily.

1.16.3 Leave work broom clean.

1.16.4 Remove stains, spots, marks and dirt from exterior surfaces.

Product Data

1.17.1 Submit two copies of product data sheets or brochures for materials prior to commencement of the Work.

Warranty

1.18.1 Warrant this work covering both labour and materials for a period of one year (except where noted otherwise) from the date of completion to the satisfaction of the RRDSSAB. Extend the warranty on replaced parts and workmanship for a period of one year from the date of acceptance of the replacement parts and/or workmanship.

1.18.2 Expedite the preparation and submission of warranties, particularly extended period warranties, as specified.

1.18.3 Provide warranties fully executed and notarized.

1.18.4 Correct deficiencies that arise in the warranty period at no cost to RRDSSAB.

Part 2 – Scope of Work

- 2.1.1 The work under this contract applies to the property known as Queen Street Manor, located at 33 Queen Street in Emo, Ontario.
- 2.1.2 The requirements are to provide all materials, labour, equipment, services and incidentals to:
- (a) Remove and dispose of existing windows and associated materials;
 - (b) Prepare surfaces to receive new windows and associated materials;
 - (c) Install new windows and associated materials of the type necessary to complete the Work; and
 - (d) Dispose of waste materials from the site as directed by RRDSSAB and clean up the work site.

Part 3 – Products

- 3.1.1 Windows: To CSA standards, white, constructed of extruded high impact P.V.C., c/w insect screens for all operable windows by JeldWen or comparable.
- 3.1.2 Glass: Double-glazed sealed units with low-E and argon gas-filled.
- 3.1.3 Jamb Insulation: Closed cell low expansion spray foam.
- 3.1.4 Interior Trim: White finished wood or vinyl (no MDF).
- 3.1.5 Hardware: To CSA standards; provide locking devices to prevent opening from outside.
- 3.1.6 Caulking: Non-hardening type, suitable for exterior use' compatible with the substance to which it is applied; to CAN/CGSB standards.

Part 4 – Execution

Preliminary Work

- 4.1.1 Take all precautions necessary to ensure safety of tenants at all times, securing entryways and directing tenants to alternate entry/exits if work requires.
- 4.1.2 Protect surfaces to prevent damage to adjacent areas.

Preparation

- 4.2.1 Remove existing blinds, drape tracks and hardware; store for reinstallation at completion of window installation.

- 4.2.2 Remove existing windows (glass, frames, surrounds) as necessary to receive new windows.
- 4.2.3 Prepare rough openings to receive windows. Contractor to verify window sizes and quantities on site prior to bidding on and ordering window units.
- 4.2.4 Promptly remove discarded materials from the site. Stockpiling refuse or scrap materials on site is not permitted.

Installation

- 4.3.1 Install windows plumb, level and square, free from warp or twist.
- 4.3.2 Ensure installation method does not reduce leakage resistance of units and minimizes leakage through window/wall joint.
- 4.3.3 Conceal all anchors and attachments.
- 4.3.4 Seal around interior perimeter and at head and jamb or exterior perimeter of window frame using foam joint sealant or foam backer rod, size as required to lightly compress between frame and rough opening. Ensure continuity of air/vapour retarder and seal to window frame.
- 4.3.5 Install jamb extensions, brick moulds and drip caps.
- 4.3.6 Trim all windows with white finished casings; corners to be mitered, fitted and glued together.
- 4.3.7 Seal joints between windows and sills with sealant, applying sufficient pressure to fill voids and joints solid.

Finishing

- 4.4.1 Reinstate existing finishes internally and externally where affected by the work, matching new finishes to existing surfaces in quality and appearance.
- 4.4.2 Adjust operable sash and hardware to operate smoothly and fit tightly when closed and locked.
- 4.4.3 Reinstall existing blinds, drape tracks and hardware.
- 4.4.4 Remove labels, clean, polish and make ready for use.
- 4.4.5 Remove protection; make good damage to this and adjacent work.

SCHEDULE 1 – TENDER FORMS

(Forms to be submitted by the Tenderer)

Tender No: DSSAB 20-17

“WINDOW REPLACEMENT – 33 QUEEN STREET”

The following Tender is hereby submitted to

THE RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD
("RRDSSAB")

1. This Tender is submitted by _____
(hereinafter sometimes referred to as the "Tenderer").
2. In the Tender Documents "Work" means the total provision of all labour, materials, plant equipment, services, and otherwise, necessary for the proper execution and completion, in accordance with the Tender Documents, of the supply and delivery to and for the benefit and satisfaction of the RRDSSAB, of:
 - (a) the full and complete replacement of forty-nine (49) exterior windows at 33 Queen Street in Emo, Ontario, if the RRDSSAB awards the Tender for the full and complete window replacement at 33 Queen Street in Emo, Ontario to the Tenderer.
3. The Tenderer acknowledges and agrees that:
 - (a) the Contractor is to verify sizes and quantities on site prior to ordering materials;
 - (b) the items and quantities set out in, the Specifications (which shall be deemed to be attached to and form part of these Tender Forms) or elsewhere in the Tender Documents, are not to be and shall not be taken as a guarantee of actual quantities required;
 - (c) the RRDSSAB reserves the right to increase, decrease or delete quantities of any or all items set out in, the Specifications below or elsewhere in the Tender Documents, and no claim resulting from any increase, decrease or deletion in items and/or quantities will be considered;
 - (d) the Total Unit Price(s) given or set out by the Tenderer in this Tender:
 - (i) shall and does include all costs, expenses, and charges whatsoever for the performance and completion of the Work by the Tenderer, including, without

limitation, for all labour, materials, plant, equipment, services, duties, taxes, patent royalties, insurance, transportation, and otherwise; and

- (ii) shall apply for the purpose of progress payments and shall apply throughout the time period or part thereof for which the Tenderer may be awarded a Tender except that any increase or decrease in taxes such as HST after the date of the awarding of the Tender shall increase or decrease the Total Unit Price accordingly by the amount of such increase or decrease in tax.

4. The undersigned Tenderer:

- (a) confirms that the Tenderer has examined the Tender Documents and ascertained all necessary particulars of and with regard to the Work to the Tenderer's satisfaction;
- (b) submits the following Tender and agrees, if such Tender is accepted, to:
 - (i) enter into the Agreement and the OH&S Agreement and provide same to the RRDSSAB duly executed; and
 - (ii) perform and complete the Work for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer herein except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraph 3 hereof.

5. The forms below allow for a Tender for the Work relating to the **full and complete window replacement at 33 Queen Street in Emo, Ontario.**

6. The Tenderer encloses herewith the Deposit.

7. The undersigned acknowledges receipt of the following addenda:

<u>No.</u>	<u>Date Received</u>
_____	_____
_____	_____

8. The Tenderer shall, forthwith upon request of the RRDSSAB, provide a "Statement of Good Standing" and/or clearance certificate and/or such other evidence of compliance (with regard to workers' compensation insurance, including payments due thereunder) satisfactory to the RRDSSAB, from the WSIB of Ontario.

Dated at _____ this _____ day of _____, 2020.

SIGNATURE OF TENDERER:

Witness to signature of Tenderer

If a corporation, the person signing has authority to bind such corporation

Print name of Witness:

PRINT NAME AND TITLE OF PERSON SIGNING:

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

Address of Witness:

Address of Tenderer:

Phone Number of Witness:

Phone Number of Tenderer:

Fax Number: _____

Cell Number: _____

BID FORM - Condensed

Tender: DSSAB 20-17	Project Name: Window Replacement Address: 33 Queen St., Emo, ON	Closing Date: Wednesday, August 12, 2020	Time: 1:30 p.m. Local Time
Submitted to: Rainy River District Social Services Administration Board 450 Scott Street Fort Frances, ON P9A 1H2		To supply all labour, materials and equipment necessary for the description, per the Request for Tender, all Appendices, Drawings & Specifications.	

Tenderer: _____

Legal Name: _____

Address: _____

City: _____ Province of _____, Postal Code _____

1. Tender Price

Having examined the Request for Tender: Window replacement at 33 Queen St., as issued by Rainy River District Social Services Administration Board; I hereby offer to enter into a Contract to perform the Work required by the Request for Tender and attached Specifications/Scope of Work for the stipulated price of:

Materials		\$ _____
Labour		\$ _____
Other (Specify): _____		\$ _____
SUBTOTAL		\$ _____
HST - HST# _____		\$ _____
TOTAL PRICE (in Canadian Funds)		\$ _____
GRAND TOTAL		\$ _____

Additional Information:

Attachments Provided: Yes No

2. Acknowledgement of Addenda

I have received and included the following Addendum(s) in my quoted price as presented above:

Addendum # ____ Date Received: _____

Addendum # ____ Date Received: _____

If not applicable, please state n/a.

3. Timelines

I agree to complete the Work by **6:00 p.m. CDT** on **November 20, 2020**.

4. Signatures

SIGNED AND SUBMITTED:

Signature

Name and Title of Tenderer

Dated at _____ this _____ day of _____, 2020.

Condensed Bid Form: Updated May 2011

TENDER LABEL

AFFIX LABEL TO THE OUTSIDE OF TENDER ENVELOPE OR
SUBMIT AS COVER PAGE FOR ELECTRONIC SUBMISSIONS

From: _____

**Attn: Michelle Shute, Supervisor of Infrastructure & Asset Management
Rainy River District Social Services Administration Board
450 Scott Street
Fort Frances, ON P9A 1H2**

DSSAB 20-17: WINDOW REPLACEMENT,
33 QUEEN ST., EMO, ONTARIO,

RECEIVED BY RRDSSAB
(DATE & TIME)

SCHEDULE 2 - AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020.

BETWEEN:

(Herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

The Rainy River District Social Services Administration Board
("RRDSSAB")

Whereas the Contractor has represented to the RRDSSAB that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Proposal.

Now therefore the Contractor and the RRDSSAB (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:
 - (a) to, and for, the benefit and satisfaction of the RRDSSAB, in accordance with the Tender Documents;
 - (b) for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms; and
 - (c) with the project being completed by **6:00 p.m. local time** on the **20th day of November of 2020** unless otherwise agreed to in writing by the parties.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.
3. The RRDSSAB agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. The RRDSSAB shall pay on account thereof upon the approval of the Supervisor of Infrastructure & Asset Management or

designate. Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.

4. If the RRDSSAB fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
 - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Tenderer or the Tenderer's business or any part thereof;
 - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer; or
 - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet specifications, or to meet delivery dates, or otherwise)

The RRDSSAB may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. All delays encountered by the Contractor that are not a direct result of changes by the Owner shall be reported in writing to the Owner within 5 days of discovery of delay. The Contractor shall not be entitled to any extension of the completion date or any additional incurred costs should such delay not be reported to the RRDSSAB.
8. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the RRDSSAB.
9. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
 - (a) delivered personally;
 - (b) sent by prepaid courier service or mail; or
 - (c) sent prepaid by telecopier, or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

(i) in case of notice to the RRDSSAB, as follows:

450 Scott Street
FORT FRANCES, Ontario
P9A 1H2
Attention: Michelle Shute, Supervisor of Infrastructure & Asset
Management

(ii) in case of the Contractor, as follows:

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

Witness to signature of Contractor

Print name of Witness:

If a corporation, the person signing has the authority to bind such corporation

PRINT NAME AND TITLE OF PERSON SIGNING:

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

Address of Witness:

Phone Number of Witness:

Address of Contractor:

Phone Number of Contractor:

Fax Number: _____

Cell Number: _____

The Rainy River District Social Services Administration Board

per: _____

per: _____

I/we have authority to bind the RRDSSAB

SCHEDULE 3 – OCCUPATIONAL HEALTH & SAFETY AGREEMENT



Contractor's Undertaking to Comply

Name of Contractor: _____

Tender: _____

Name of Authorized Representative of the Contractor: _____

1. I/We hereby undertake:
 - a) To comply with all health and safety and environment legislation in the performance of this *Agreement*;
 - b) To maintain a safe and healthy work environment during the performance of this *Agreement*; and
 - c) To adhere to the specifications identified in the respective Request form(s).

2. I/We hereby agree:
 - a) That compliance with all health and safety and environment legislation is a condition of the *Agreement* and that non-compliance with same may, in the discretion of Rainy River District Social Services Administration Board (hereinafter referred to as the RRDSSAB), lead to the termination of this *Agreement*; and

 - b) That compliance with WSIB legislation is followed and acknowledges that I cannot bring in other staff or individuals to complete work who are not covered by my *WSIB Certificate of Clearance* and my *Liability Insurance Policy*. I understand that non-compliance will result in the following:
 - i) Immediate termination of the Contract;
 - ii) The Contractor will be eliminated from the RRDSSAB Vendor of Record, if appropriate; and
 - iii) The Contractor may not be considered for future employment opportunities, at the discretion of the Chief Administrative Officer of the RRDSSAB.

 - c) To permit RRDSSAB or its designate to audit my/our health and safety and environmental records during the term of the *Agreement* and upon its conclusion and to cooperate fully with such audit(s).

3. a) I/We understand that Contractor safety deficiencies will be addressed by RRDSSAB in the following progressive steps:
 - i) The problem will be identified to the Contractor (site supervisor);
 - ii) The Contractor's head office will be contacted about the problem, orally and in writing;
 - iii) If required by law to immediately report the problem to a provincial and/or federal Ministry, the RRDSSAB may report the problem to the appropriate Ministry (ies);
 - iv) If not required by law to immediately report the problem, and the problem remains unresolved, the RRDSSAB may report the problem to the appropriate Ministry(ies); and
 - v) The Agreement may, in the RRDSSABs discretion, be suspended or terminated and/or payment withheld by the RRDSSAB.

b) I/We acknowledge and agree that, depending upon the nature and/or seriousness of the deficiency, the RRDSSAB reserves the right to bypass any or all of the steps described in *Subsection 3 (a)*.

4. I/We hereby understand:

a) That I/We will adhere to the terms of this *Agreement* and cooperate with the RRDSSAB in its efforts to ensure compliance thereunder.

We have the authority to bind the Contractor.

SIGNED, SEALED AND DELIVERED on the _____ day of _____, 20_____.

[NAME OF CONTRACTOR]

Witness Name (Please Print)

Contractor Name (Please Print)

Witness Signature

Signature on Behalf of the Contractor

Revised: June/2010