



Rainy River District
Social Services
Administration Board

SNOW REMOVAL AND SANDING SERVICES

**VARIOUS LOCATIONS IN
ATIKOKAN, EMO, FORT FRANCES AND
RAINY RIVER**

REQUEST FOR TENDER: DSSAB 22-28

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SNOW REMOVAL AND SANDING SERVICES VARIOUS LOCATIONS IN ATIKOKAN, EMO, FORT FRANCES AND RAINY RIVER

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SECTION 1 – REQUEST FOR TENDER

SNOW REMOVAL AND SANDING SERVICES VARIOUS LOCATIONS IN ATIKOKAN, EMO, FORT FRANCES AND RAINY RIVER

Sealed Tenders clearly marked **Tender: DSSAB 22-28** 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. Central Daylight Time (CDT)
Friday, October 14, 2022**

after which time such Tenders will be opened publicly and read aloud in the Board Room of the RRDSSAB, 450 Scott Street, Fort Frances, Ontario.

The provided Tender Forms ("Tender Forms") are required to be submitted. Please submit the 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.ca/administration-governance/procurement.

Please direct any questions regarding this Tender to: Dana Kaliska, Maintenance Supervisor, Phone: 807-274-5349 ext. 223, Fax: 807-274-0678 or email dana.kaliska@rrdssab.on.ca.

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 RRDSSAB in its sole and unfettered discretion. See Tender information, Tender Forms and other Tender documents for all terms, conditions and requirements.

SECTION 2 – TENDER INFORMATION

1.1 RRDSAB is requesting tenders for the provision of Snow Removal and Sanding services for the RRDSAB-owned and managed properties as listed herein, to be completed on an as-needed basis. The Contract will be for a three (3) year term, commencing October 19, 2022. Prices are to remain firm for the duration of the Contract

1.2 Tenderers that are successful through this process will be required to enter into an Agreement with RRDSAB in accordance with the enclosed Agreement ("Schedule 2").

No amendments to the Agreement will be negotiated with any Tenderer responding to this RFT.

A Tenderer who submits conditions, options, variations or contingent statement to the terms set out in the Agreement, either as part of its Submission or after receiving notice of selection, may be disqualified.

1.3 The RRDSAB reserves the right to reject or disqualify tenders not submitted in strict according with requirements of the tender documents.

1.4 The lowest or any tender will not necessarily be accepted and the RRDSAB reserves the right to:

- (a) reject any or all tenders;
- (b) waive irregularities and informalities;
- (c) accept a tender which is not the lowest bid;
- (d) reject a tender that is the lowest tender (and even if it is the only tender received); and
- (e) award the tender in the best interest of the Board.

1.5 The RRDSAB reserves the right to consider, during the evaluation of Tender:

- (a) information provided in the bid 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 RRDSAB of third parties, apart from those disclosed in the bid 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.
- 1.6 By submitting a tender, the Tenderer acknowledges the RRDSSAB's rights under this Section 2 and absolutely waives any right, or cause of action against the RRDSSAB by reason of the RRDSSAB's failure to accept the bid submitted by the Tenderer, whether such right or cause of action arises in contract, negligence, or otherwise.
- 1.7 When bid 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.
- 1.8 (a) The following schedules are attached to and form an integral part hereof:
- (i) Schedule 1 – Tender Forms (the "Tender Forms"), including Bid Form and Reference Form;
 - (ii) Schedule 2 – Standard Form of Agreement (the "Agreement");
 - (iii) Schedule 3 – Contractors Undertaking to Comply (the "Contractors Undertaking to Comply"); and
 - (iv) Schedule 4 – Specifications and Other Provisions (the "Specifications")
- (b) In this Tender, the Tender Information, Tender Forms, Addenda (as defined in section 1.9), the Agreement, and the Specifications, are collectively referred to as the "Tender Documents".
- 1.9 Tenderers may, up to the 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 changes shall become an integral part of the Tender Documents and allowed for by the bidder in its bid and bid pricing. The Tender Forms provide for an acknowledgement by the bidder of receipt by the bidder of any and all Addenda.
- 1.10 All tenders must be submitted upon the enclosed Tender Forms.

Tenderers must complete the Tender Forms "Schedule 1 – Tender Forms". Tenderers must include pricing for all locations for which the tenderer intends to bid on the "Bid Form". Other than inserting the information requested on the mandatory submission form, a Tenderer must not make any changes to the form. Submissions containing any such changes may be disqualified.

Rates shall be provided in Canadian funds, exclusive of all applicable duties and taxes. Price is to be a flat rate per occurrence for snow plowing and sanding and an hourly rate for snow hauling. Rates quoted must be all inclusive. No surcharges for fuels or any other additional charges will be accepted.

Tenderers who have completed work for the RRDSSAB will be evaluated on past performance and history and are required to submit one reference on the "Reference Form". Tenderers

with no past history working with the RRDSSAB must submit two references on the "Reference Form".

Tenderers may submit bids for a single location or for multiple locations. Contracts will be awarded per location.

- 1.11 This Tender closes at **1:30 p.m. CDT, Friday, October 14, 2022** (herein sometimes referred to as the "Closing Time"), after which time Tenders received will be opened publicly and read aloud at the RRDSSAB Office, 450 Scott Street, Fort Frances, Ontario.

Two (2) sets of originally signed Tender Forms fully completed, and in a sealed envelope clearly marked **Tender DSSAB 22-28** must be received by the Supervisor of Infrastructure & Asset Management or designate up to, but not later than, the Closing Time.

- 1.12 Tenders may be submitted by electronic means, however the Board assumes no responsibility whatsoever for proper receipt of such electronic submissions and the original of such Tenders and enclosures must be received by the RRDSSAB within three (3) business days of the Closing Time.

- 1.13 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.

- 1.14 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.

- 1.15 The RRDSSAB will evaluate the Tenders using the following criteria:

Evaluation Criteria	Weight
References and Past Performance	30
Fees, Schedule of Rates	70
Total	100

- 1.16 Tender award will be approved, per RRDSSAB Policy & Procedures with the tender being awarded by individual Area to the Tenderer with the highest overall score for that Area.

- 1.17 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 for snow removal and sanding services at the RRDSSAB-owned and managed properties in Atikokan, Emo, Fort Frances and Rainy River, Ontario, (all as more fully detailed in the Tender Specifications; and

- (b) in the Tender Documents:

- (i) All Tenders must include bids per Area including detailed pricing per Location; and
- (ii) Tenderers may submit bids for one or multiple Areas.

1.18 As it is the responsibility of the Tenderer to determine levy and collection of the Harmonized Sales Tax (HST), amounts bid shall show the HST amount and HST number or alternatively cite the basis for exemption in lieu thereof.

1.19 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.

1.20 The RRDSSAB is governed by the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) therefore Tenderers shall accept that the bid contents can be made public as a condition of the Tendering process.

1.21 Forthwith upon the RRDSSAB notifying a Tenderer that such Tenderer has been awarded the Tender, such Tenderer shall:

- (a) be prepared to commence the snow removal and sanding services at the property(ies) in accordance with the Tender Documents, as successfully tendered for.
- (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 Project Coordinator as to what additional information may be required.

If the Tenderer fails to deliver to the RRDSSAB the Agreement and the Contractor's Undertaking to Comply properly executed by the Tenderer or to supply the specified insurance

documents, within five (5) 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
- (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.

1.22 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 Work 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 two million dollars (\$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 sixth (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.

1.23 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.

SCHEDULE 1 – TENDER FORMS

(Forms to be submitted by the Tenderer)

Tender: DSSAB 22-28 "Snow Removal and Sanding Services"

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 snow removal and sanding services at various locations, if the RRDSSAB awards the Tender for the snow removal and sanding services at various locations to the Tenderer.
3. The Tenderer acknowledges and agrees that:
 - (a) the items and quantities set out in, the Schedules of Unit Prices below (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;
 - (b) the RRDSSAB reserves the right to increase, decrease or delete quantities of any or all items set out in, the Schedules of Unit Prices 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;
 - (c) 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 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 Contractor's Undertaking to Comply 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 snow removal and sanding services at various locations.
7. 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 _____, 2022.

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

Tender: DSSAB 22-28	Project Name: Snow Removal and Sanding Services Address: Various Locations in Atikokan, Emo, Fort Frances and Rainy River	Closing Date: Friday October 14, 2022	Closing Time: 1:30 p.m. CDT
Submitted to: Rainy River District Social Services Administration Board 450 Scott Street Fort Frances, ON P9A 1H2		Scope of Work: To supply all labour and materials necessary, per the Request for Tender.	

Bidder: _____

Legal Name: _____

Address: _____

City: _____ Province of _____, Postal Code _____

1. Tender Price

Having examined the Request for Tender: Snow Removal and Sanding Services as issued by Rainy River District Social Services Administration Board; I hereby offer to enter into a Contract to provide the supplies as required by the Request for Tender for the stipulated prices listed below.

***NOTE: Estimates provided in columns titled "Estimated # of Units" are used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of RRDSSAB.**

Location	Total Price per Plow (A)	Estimated # of Units (B)	Extended Cost (C) = (A x B)	Total Price per Sand (A)	Estimated # of Units (B)	Extended Cost (C) = (A x B)	Hourly Snow Removal Rate (A)	Estimated # of Units (B)	Extended Cost (C) = (A x B)
Area A – Fort Frances									
450 Scott Street		25			40			30	
Sixth & Webster Apartments		30			40			1	
923 Sixth St. E.		30			40			5	
901 Shevlin Ave.		30			40			5	
1301 Elizabeth St. E.		30			40			5	
1300/1300B Fifth St. E.		30			40			5	
324 Victoria Ave.		15			1			1	

820 Fifth St. E.		30			40			5	
Faith Non-Profit		30			40			10	
801 Scott St. & 737 Scott St.		30			40			15	
Area A	Total Plow Cost:			Total Sand Cost:			Total Snow Removal Cost:		
							GRAND TOTAL AREA A:		

Area B – Emo									
32 Florence St.		30			40			1	
Total Area B	Total Plow Cost:			Total Sand Cost:			Total Snow Removal Cost:		
							GRAND TOTAL AREA B:		

Area C – Rainy River									
708 Atwood Ave.		30			40			5	
102 First St.		30			40			15	
Totals Area C	Total Plow Cost:			Total Sand Cost:			Total Snow Removal Cost:		
							GRAND TOTAL AREA C:		

Area D – Atikokan (Bid Price per Single Driveway)									
ANNPHC		10			1			1	
Atikokan Family		10			1			1	
Totals Area D	Total Plow Cost:			Total Sand Cost:			Total Snow Removal Cost:		
							GRAND TOTAL AREA D:		

**PRICES QUOTED ARE TO EXCLUDE APPLICABLE TAX.
VENDOR SHALL HOLD PRICES "FIRM" THROUGHOUT THE TERM OF THE CONTRACT PERIOD.**

Bidder's HST#: _____

Additional Information:

Attachments Provided: Yes No

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.

2. Signatures

SIGNED AND SUBMITTED:

Signature

Name and Title of Bidder

Dated at _____ this _____ day of _____, 2022.

Condensed Bid Form: Updated May 2011

REFERENCE FORM

Reference #1	
Organization Name	
Contact Name and Information for Organization	
Start Date of Contract	
Current State of Contract or End Date of Contract	
Description of the nature of the services provided	

Reference #2 (if applicable)	
Organization Name	
Contact Name and Information for Organization	
Start Date of Contract	
Current State of Contract or End Date of Contract	
Description of the nature of the services provided	

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 22-28: SNOW REMOVAL & SANDING,
VARIOUS LOCATIONS IN ATIKOKAN, EMO, FORT FRANCES & RAINY RIVER, ONTARIO

RECEIVED BY RRDSSAB
(DATE & TIME)

TENDER CHECKLIST

DID YOU INCLUDE:

Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Two copies of tender documents submitted (<i>Tender Forms & Bid Form</i>)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid deposit submitted (where required)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bid bond/agreement to bond submitted (where required)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Original tender documents submitted (where submitted electronically)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Addenda acknowledged (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tender Forms & Bid Form completed in full and signed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mathematical calculations are correct
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bidder attended mandatory site visit (where required)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Erasures, overwriting or strikeouts are initialed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	References provided (where required)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Product data/samples submitted (where required)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work schedule provided (where required)

NOTE: TENDER SUBMISSIONS MAY BE REJECTED IF YOU ANSWER "NO" TO ANY OF THE ABOVE QUESTIONS.

SCHEDULE 2 – AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022.

BETWEEN:

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

- and -

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

Whereas the Contractor has represented to 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 Tender.

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

1. The Contractor 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 sections 3 and 4 of the Tender Forms; and
 - (c) with the contract being in effect for the term of October 19, 2022 to June 30, 2025.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.
3. The Contractor shall submit invoices on a monthly basis. Invoices are to be itemized by location with separate invoices to be provided for certain Locations within an Area. Invoices shall be directed to the appropriate department, as requested by the RRDSSAB.
4. 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. RRDSSAB shall pay on account thereof upon the approval of the Program Manager or designate. Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.

5. The maximum ceiling for this contract is not to exceed Three-Hundred Thousand Dollars (\$300,000.00) for the entire term.
6. If 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.
7. 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; or
 - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
 - (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)

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.

8. The Contractor will comply with all aspects of the Occupational Health and Safety Act and regulations thereunder.
9. 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 RRDSSAB or any of its employees be charged with violating said Act or Regulations. In the event that RRDSSAB and/or any employee thereof are convicted and fined for any such offence as having been a deemed employer or otherwise vicariously or definitely liable, the Contractor shall forthwith pay any such fine on behalf of such defendant.
10. Time shall in all respects be of the essence.
11. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of RRDSSAB.
12. 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 means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

(i) in case of notice to 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 fax, email 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 WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

Witness to signature of Contractor

If a corporation, the person signing has the 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 Contractor:

Phone Number of Witness:

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*; and
 - b) To maintain a safe and healthy work environment during the performance of this *Agreement*.

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

- iv) Ministry, the RRDSSAB may report the problem to the appropriate Ministry (ies); 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

SCHEDULE 4 – SPECIFICATIONS

The requirement is to provide Snow Removal and Sanding Services for a three (3) year term, commencing October 19, 2022, at the sites listed below.

The successful Tenderer must keep driveways and parking lots clear of snow at all times including weekends and during holiday periods and control excessive drifting at all awarded sites. Snow must be cleared from parking lots and driveways at each site whenever the need is apparent (depth of 3" or more), or upon special instructions from RRDSSAB.

Sanding is to take place at each location any time icy conditions occur, which may include immediately after snow removal, after freezing rain and as requested.

Scraping of driveways and parking lots with loader is to take place only as requested by RRDSSAB. Hauling away of accumulated snow is to be completed as requested by RRDSSAB.

It is the responsibility of the successful Tenderer to notify the RRDSSAB and make good any damages incurred to the Property during its operations of snow removal, sanding or snow hauling.

AREA A:

450 Scott Street, Fort Frances (RRDSSAB Office)

Work at 450 Scott Street is to be completed outside of the hours 7:15 a.m. to 4:30 p.m. on weekdays. The parking lot at this location is not required to be kept clear on weekends and holidays.

Fort Frances Housing Properties

- Sixth and Webster Apartments, 1000-1030 Webster & 420-438 Sixth Street West, Fort Frances (Row Housing)
- 923 Sixth Street East, Fort Frances (Apartment Building)
- 901 Shevlin Avenue, Fort Frances (Apartment Building)
- 1301 Elizabeth Street East, Fort Frances (Apartment Building)
- 1300/1300B Fifth Street East, Fort Frances (Apartment Buildings)
- 324 Victoria Avenue, Fort Frances (Safe Beds Site)
- 820 Fifth Street East, Fort Frances (EarlyON, Community Paramedicine Site)
- Faith Non-Profit Homes, 577 Osborne Street, Fort Frances (Row Housing)

Work at Fort Frances Housing properties is to be completed between the hours of 9:00 a.m. and 3:00 p.m., seven days a week. Regularly scheduled times are to be set for each property, as agreed upon by RRDSSAB and the successful Tenderer, in order that tenants may be given prior instructions to remove their vehicles from the parking lot prior to the contractor's arrival.

801 Scott Street & 737 Scott Street, Fort Frances (Ambulance Base & Garage)

Work at 801 Scott Street and 737 Scott Street is to be completed any time snow reaches a depth of 3" or more, including weekends and holidays. This location must remain accessible 24 hours a day, 7 days a week and requires the parking lot and driveways be kept clear of snow at all times. The successful Tenderer is to attempt to notify base staff in order that they may remove their vehicles from the parking lots prior to the work being completed.

AREA B:

32 Florence Street, Emo (Ambulance Base)

Work at 32 Florence Street is to be completed any time snow reaches a depth of 3" or more, including weekends and holidays. This location must remain accessible 24 hours a day, 7 days a week and requires the parking lot and driveways be kept clear of snow at all times.

AREA C:708 Atwood, Rainy River (Ambulance Base)

Work at 708 Atwood is to be completed any time snow reaches a depth of 3" or more, including weekends and holidays. This location must remain accessible 24 hours a day, 7 days a week and requires the parking lot and driveways be kept clear of snow at all times.

Heritage House, 102 First Street, Rainy River (Apartment Building)

Work at Heritage House is to be completed between the hours of 9:00 a.m. and 3:00 p.m., seven days a week. A regularly scheduled time is to be set for this property, as agreed upon by the RRDSSAB and the successful Tenderer, in order that tenants may be given prior instructions to remove their vehicles from the parking lot prior to the contractor's arrival.

AREA D:

- ANNPHC vacant units, various locations, Atikokan (Single Detached Housing Units)
- Atikokan Family vacant units, various locations, Atikokan (Semi-Detached Housing Units)

Work at "Area D" ANNPHC and Atikokan Family vacant units is to be completed only when units are unoccupied and/or after being contacted by a RRDSSAB staff representative.

General Conditions of Work:

- a. The Contractor shall conduct the operation of this contract in a cooperative manner with the RRDSSAB and shall interfere as little as possible with the normal operation and function of the project;
- b. The Contractor shall 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 Project Coordinator prior to commencement of work;
- c. It is the contractor's responsibility to provide proper notification to the Ministry of Labour prior to the commencement of work and to abide by all provisions of the Occupational Health and Safety Act;
- d. Note that 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 and access must be maintained for the residents;
- e. The Contractor shall protect the tenants' property while work is being carried out; and
- f. Permission for use of existing sanitary facilities by the Contractor's employees must be obtained from local management and any facilities assigned for use by Contractor's employees shall be kept clean and sanitary at all times. Others shall not be used.