



**THE CORPORATION OF THE CITY OF NIAGARA FALLS
3200 STANLEY AVENUE, NIAGARA FALLS, ONTARIO, L2E 6S4
TELEPHONE 905-356-7521 FAX 905-356-1774
SUPPLY AND SERVICES**

REQUEST FOR QUOTATION - RFQ16-2012

**Supply of Material and Services
for Pavement Markings
Parking Lots and City Owned Lands
For a Three Year Period**

CLOSING DATE: March 2, 2012 - 2:00 p.m. local time

Quotation submissions are invited for the supply of material and services for pavement markings within the City of Niagara Falls in accordance with this RFQ for the period commencing April 2012 and terminating on December 31, 2014, all in accordance with all pages of this RFQ. Prices stated are to be firm for each year of the said period following execution of an Agreement between the Contractor and the City. This Request for Quotation (RFQ) is also posted on the City of Niagara Falls web site at: <http://www.niagarafalls.ca/bids>

Quotation Submissions:

1. Bidders must submit their Quotation in paper only and must sign in ink where a signature is requested.
2. Bidders must complete all required pages of the Request for Quotation, including this Addendum and any other Addenda to this RFQ and deliver their Quotation in a sealed envelope with the label, (last page of the Request for Quotation), affixed to the envelope. The said envelope must be provided by the Bidder.
3. Deliver sealed envelopes only to: Municipal Service Centre, Front Reception, 3200 Stanley Avenue, Niagara Falls, Ontario. L2E 6S4, Attention: Supply and Services
4. Envelopes delivered to any other location at the Municipal Service Centre or to any other Facility whatsoever including the Niagara Falls City Hall **will not** be accepted.
5. Fax, E-mail, digital or any other submission formats other than stated above **will not** be accepted.
6. Quotations delivered later than 2:00 p.m. local time, March 2, 2012 **will not** be accepted and will be returned unopened to the Bidder.
7. The City assumes no responsibility whatsoever for Quotation submissions delivered by mail or courier.

The pricing submitted by the bidder is to include all labour, materials, parts and equipment in strict compliance with this RFQ. The City of Niagara Falls will not consider nor pay for any additional costs related to this work.

QUESTIONS:

Questions regarding this Request for Quotation must be submitted **in writing** only to the Contract Administrator: Contract Administrator, Manager of Transportation Engineering, E-mail: mcarrick@niagarafalls.ca no later than 1:00 p.m., February 23, 2012. Questions received later than this stated time and date may not be acknowledged nor answered.

**City of Niagara Falls
Request for Quotation -RFQ16-2012**

**Supply of Material and Services
for Pavement Markings
Parking Lots and City Owned Lands
For a Three Year Period**

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Request for Quotation
RFQ16-2012

Supply of Material and Services
for Pavement Markings
Parking Lots & City Owned Lands
For a Three Year Period

SECTION 1

Instructions to Bidders

Request for Quotation RFQ16-2012
Supply of Material and Services for Pavement Markings
(Parking Lots and City Owned Lands)

IB 1

INSTRUCTIONS TO BIDDERS - SECTION 1

A. BIDDING PROCEDURE

1 Named Parties

For the purposes of this Contract the following parties are identified:

City: The Corporation of the City of Niagara Falls
Contract Administrator: Marzenna Carrick, Manager of Transportation Engineering
and Contact for Inquiries City of Niagara Falls E-mail: mcarrick@niagarafalls.ca

2 Quotation Submission Procedure

The following policy regarding the submission of Quotations. Bidders must adhere strictly to the instructions concerning submission.

a) Delivery of Quotation Submissions RFQ Closing Time and Date

Quotation submissions must be **delivered only** to the Municipal Service Centre, Front Reception, Attention: Supply and Services, 3200 Stanley Avenue, Niagara Falls, Ontario, L2E 6S4, no later than **2:00 p.m. local time, March 2, 2012**. Quotation submissions delivered after this stated time and date will not be accepted and will be returned unopened to the Bidder.

b) Quotation Submissions:

- .1 Bidders must submit their Quotation in paper only and must sign in ink where a signature is requested.
- .2 Bidders must complete all required pages of the Request for Quotation, including this Addendum and any other Addenda to this RFQ and deliver their Quotation in a sealed envelope with the label, (last page of the Request for Quotation), affixed to the envelope. The said envelope must be provided by the Bidder.
- .3 Deliver sealed envelopes only to: Municipal Service Centre, Front Reception, 3200 Stanley Avenue, Niagara Falls, Ontario. L2E 6S4, Attention: Supply and Services
- .4 Envelopes delivered to any other location at the Municipal Service Centre or to any other Facility whatsoever including the Niagara Falls City Hall **will not** be accepted.
- .5 Fax, E-mail, digital or any other submission formats other than stated above **will not** be accepted.
- .6 Quotations delivered later than 2:00 p.m. local time, March 2, 2012 **will not** be accepted and will be returned unopened to the Bidder.
- .7 The City assumes no responsibility whatsoever for Quotation submissions delivered by mail or courier.

c) A Bid deposit is **not required to be submitted with the Bidders Quotation submission.**

d) Quotations received without the Price Schedule completed and signed and without the first page all Addenda as issued completed and signed and without all other required documents will be rejected. The submitted Price Schedule pages must be signed in the spaces provided on the Price Schedule pages with the signature of the Bidder or responsible official of the firm submitting a Quotation with the statement that the said official has authority to bind the Company. The first page of all Addenda, (if issued by the City) must be completed and signed and attached to the Price Schedule pages.

e) The Bidder's Quotation submission **must not contain any restrictive statements or additions of any kind. Restrictive statements, alterations or additions not called for of any kind, copies or original pages of any contract or agreement by the Bidder or the Bidder's parent company included with the Quotation submission, or by inclusion of a covering letter containing restrictive statements or by any alterations or changes or changes made to the Price Schedule Pages or any other City issued pages by the Bidder will result in the rejection of the Bidder's Quotation submission.**

- f) Contract Period: The contract period shall be for a three year period starting upon execution of the Agreement between the City and the Contractor. The Contractor shall be available for work as described in this RFQ for this entire contract period.
- g) Bidders must attach to the Price Schedule pages any required specifications and documentation.
- h) Adjustments by telegram, fax, or letter to a quotation already submitted will not be considered.
- i) This Request for Quotation and any posted Addenda to this RFQ shall comprise the entire documents necessary for Bidders to submit a Quotation in response to this RFQ.
- j) Prices to be stated by the Bidder on the Price Schedule pages are to be firm for each year of the contract period as specified on the Price Schedule Pages.

3 Quotation Opening Procedure and Bid Results

Quotation submissions will be opened by City staff following the closing time and date for this RFQ. No bid results of the Quotations submitted will be issued prior to the issuance of a City staff report to the elected Council of the City recommending an award for this work.

4 General Description of Work

This Request for Quotation is for the supply of material and services for pavement markings to be applied off road, typically parking lots within the City of Niagara Falls in accordance with this RFQ for the period commencing April 2012 and terminating on December 31, 2014. **IMPORTANT:** The description of work as described in this item is for the information of potential bidders only and is not to be understood as the sole description of work. The work to be undertaken by the Contractor shall be defined in this RFQ in its entirety.

5 No Sub-Contractors

NO SUB-CONTRACTORS WILL BE ALLOWED FOR THIS CONTRACT.

6 Questions During Bidding

- a) Questions regarding this Request for Quotation must be submitted **in writing** only to the Contract Administrator: Contract Administrator, Manager of Transportation Engineering, E-mail: mcarrick@niagarafalls.ca no later than 1:00 p.m., February 23, 2012. Questions received later than this stated time and date may not be acknowledged nor answered.
- b) No City representative, whether an official, agent or employee, other than the person named in a) above is authorized to speak for the City with respect to this RFQ, and any Bidder who uses any information, clarification or interpretation from any other representative does so entirely at the Bidder's own risk.
- c) The City will not be bound by any representation made by an unauthorized person, but any attempt by a Bidder to bypass the RFQ process may be grounds for rejection of its Quotation submission
- d) The City of Niagara Falls will not be responsible for any verbal comment or suggestion by any City staff, appointed or elected official of the City or by any Consultant retained by the City in respect to this RFQ.
- e) Bidder's Questions if deemed necessary of a response and any City directed changes or alterations to this RFQ will be issued in the form of an addendum or addenda. Addenda will be posted on the City's Bid Opportunities Web Site: www.niagarafalls.ca/bids. It is the Bidder's sole responsibility to check this Web Site often to avail themselves of any posted addenda. The front page of any addenda posted must be completed and signed by the Bidder and affixed to their Quotation. Quotation submissions that do not include all addenda **will be rejected**.

- f) Bidders must carefully examine all pages of this RFQ and potential work sites to satisfy themselves by personal examination as to all conditions affecting the work and all details and requirements of this RFQ.
- g) For Site conditions, Bidders are to contact the Contract Administrator, Marzenna Carrick, Manager of Transportation Engineering, City of Niagara Falls, E-mail: mcarrick@niagarafalls.ca no later than 1:00 p.m. local time, February 23, 2012. Requests for site conditions received later than this stated time and date may not be acknowledged nor answered.
- h) Quotation submissions will be evaluated on compliance with all requirements of this RFQ, experience of the Bidder in performing the work or providing the services requested in this RFQ, past performance with City (for previous work or services performed or completed for the City as applicable), delivery or completion time for performing work or services stated in this RFQ, the method or process of work stated by the Bidder to complete all work or services stated in this RFQ **and** not price alone.

7 Definitions and Contract Reference

- a) Throughout this Request for Quotation, unless inconsistent with the subject matter or context:
 - .1 "Agreement" means the agreement executed between the Contractor and the City for the performance of the Work that is stated in the Request for Quotation including this RFQ, the Bidder's Quotation submission, and all Addenda and the City's Standard Form of Agreement and represents the entire agreement between the parties
 - .2 "City" means The Corporation of the City of Niagara Falls.
 - .3 "Contract" means the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in this Request for Quotation per the Agreement executed by the Contractor and the City.
 - .4 "Contract Administrator" for this project is Marzenna Carrick, Manager of Transportation Engineering for the City of Niagara Falls
 - .5 "Contractor" is the person or entity who will perform the work or services as identified in the Agreement.
 - .6 "Council" means the elected Council of the City of Niagara Falls.
 - .7 "Bidder" means a legal entity, being a person, partnership or firm that submits a Quotation in response to this RFQ.
 - .8 "Quotation" means a Quotation submission by a Bidder in response to this RFQ, which includes all of the documentation necessary to satisfy the submission requirements of this RFQ.
 - .9 "RFQ" means this Request for Quotation in its entirety, inclusive of all appendices, attachments and any addenda thereto that may be issued by the City of Niagara Falls.
 - .10 "Selected Bidder" means the Bidder whose Quotation, as determined by the City through the evaluation analysis described in the RFQ, provides the best overall value in meeting the requirements of this RFQ, and with whom the City will consider executing an Agreement.
 - .11 "Work" means the total requirement for all services and deliverables as described in this Request for Quotation.

8 Rights of the City - By Submitting a Quotation in response to this RFQ, the Bidder agrees:

- a) The City reserves the right, in its absolute discretion to accept Quotations which are deemed to be most advantageous to itself and the right to reject any or all Quotations in each case without giving any notice. All Quotations received will not necessarily be accepted. In no event will the City be responsible for the costs of the preparation or the submission of a Quotation from any Bidder.
- b) Quotations which contain conditions or otherwise fail to conform to the terms and conditions of this RFQ may be disqualified or rejected. The City may, however, in its sole discretion, reject or retain for its consideration Quotations, which are non-conforming because they do not contain the content or form required by the Instructions to Bidders or for failure to comply with the process for submission set out in the Instructions to Bidders.
- c) Except as expressly and specifically permitted as set in the terms and conditions of this RFQ, no Bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFQ, and by submitting a Quotation each Bidder shall be deemed to have agreed that it has no claim.
- d) The City reserves the right to decline to contract with any Bidder regardless of any other factor, including without limiting the generality of the foregoing, on the basis that the Bidder has an unsatisfactory record of compliancy with the regulations of *The Occupational Health and Safety Act R.S.O. 1990, c. O.1* as amended.
- e) The City reserves the right to decline to contract with any Bidder regardless of any other factor, including without limiting the generality of the foregoing, on the basis that the Bidder has had unsatisfactory or poor performance experience with the City in the past.
- f) The City reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of this RFQ and any subsequent procurement process, the assessment and evaluation of Quotation submissions, including the choice of the Selected Bidder, without incurring any liability whatsoever to any Bidder, including any liability for costs, expenses, losses or damages, and without giving any reason therefore.
- g) The City also reserves the right to: modify specific details and deadlines, cancel this RFQ at any time prior to or following the stated RFQ closing time, consider Bidders who have not responded to this RFQ, request additional information if deemed necessary by the City and to take any steps whatsoever the City deems necessary to choose a Selected Bidder.
- h) The City reserves the right to negotiate price, terms, conditions or any matter whatsoever with the Selected Bidder. Should negotiations with the said Bidder not be successful, the City reserves the right to enter into negotiations with the next lowest priced **or any other** Bidder regardless of ranking or to cancel the RFQ completely or to cancel and re-issue the RFQ.
- I) The Bidder agrees by submitting a Quotation in response to this RFQ that the City has no obligation to reveal the results of the evaluation process or reveal the reasons for its decision in selecting a Contractor
- j) The Bidder agrees that by submitting a Quotation in response to this RFQ that the City will not provide any debriefing or provide any information regarding any Quotation submitted to any Bidder or discuss reasons why any Quotation submission was unsuccessful with any Bidder.
- k) The City reserves the right to waive informalities and minor inconsistencies at its sole discretion.

9 Completion of all Information Required

All Bidders are required to complete all information requested in this Request for Quotation. Failure to do so may result in the disqualification of Quotation. Typographical errors in entering Quotations on the Bidder's Quotation Submission may result in the disqualification of Quotation. Quotation submissions received without the References Page of the Price Schedule Section, fully completed will be rejected.

10 Non-Acceptance Due to Existing Obligations to the City

No Quotation shall be accepted from, or no Contract will be awarded to, any person, firm or corporation that is in arrears to the City of Niagara Falls, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City Council. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the requirements stated in this RFQ and that they have the necessary financial resources to perform and complete the services outlined in this Quotation.

11 Ethical Standards

- a) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or subcontract, or to any solicitation or Quotation therefore.
- b) It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime Bidder or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- c) In the event that any gratuities or kickbacks are offered or Bid to any City of Niagara Falls staff, officers or appointed or elected officials, the Bidder's Quotation shall be disqualified and shall not be reinstated.

12 Single Point of Contact

Other than as expressly permitted or required in, this RFQ, and without limiting any other restriction. Any attempt on the part of a Bidder or any of its employees, servants, agents, or representatives to contact anyone connected with this Quotation other than the City's Contract Administrator stated in this RFQ, either directly or indirectly will lead to such Bidder's disqualification.

13 Publicity Regarding this RFQ and the Bidders Quotation

Other than as expressly permitted or required in this RFQ, Bidders and their representatives shall not, with respect to this RFQ or a Bidder's Quotation, make any public comment, publicly promote or advertise their qualifications, their Quotation, or their interest in this competitive procurement process.

14 Potential for Conflict of Interest

Bidders shall attach to the Price Schedule a list of all major contracts that the Bidder is currently involved within the City of Niagara Falls. For these contracts, Bidders shall outline the nature of the contract, the names of the clients, and the major stakeholders. Bidders must also declare all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future. The City reserves the right to disqualify a Bidder in the event of a conflict, real or perceived.

15 Non-Collusive Quotation Certification

- a) By the submission of this Quotation, the Bidder certifies that: The Quotation has been arrived at (completed) by the Bidder independently and has been submitted without collusion with any other Bidder. The contents of the Quotation have not been communicated by the Bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the Quotation.
- b) No Bidder shall submit more than one Quotation for this RFQ. It shall be the responsibility of each Bidder to obtain the prior written permission from the City before receipt of Quotation in every situation in which the Bidder, due to corporate association or other affiliation, may be found to be impermissibly associated with another Bidder. Failure to observe this requirement could result in all such affiliated Quotations being rejected.

16 Legal Claims and Damages

- a) The City of Niagara Falls reserves the right not to accept a Response from any person or corporation which includes any non-arms length corporation and all related corporations thereto who, or which, has a claim or instituted a legal proceeding against the City of Niagara Falls or against whom the City has a claim or instituted a legal proceeding with respect to any previous contacts, bid submissions or business transactions who is listed as either the Bidder or subcontractor or any vendor within the submitted Responses.
- b) Also, a Bidder, by submitting a Quotation, agrees that it will not claim damages, by any means, in respect to any matter relating to the RFQ, the bidding and evaluation process or any subsequent procurement process, if any, resulting from this RFQ.

17 Examination Of Records

The Bidder agrees that the City of Niagara Falls or any of their duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Bidder involving transactions related to this Contract.

18 Ownership of Work Product

All documents submitted to the City by the Bidder become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Bidder shall not be liable for any damage that may result from any use of said documents for purposes other than those described in this Request for Quotation.

19 Irrevocable Offer

By submitting a Quotation in response to this RFQ, the Bidder thereby acknowledges that offers contained within its Quotation shall be irrevocable and remain open for acceptance by the City for a period of not less than ninety (90) days from the closing date and time specified in this RFQ.

20 Withdrawal of Quotation

- a) Bidders shall be permitted to withdraw their Quotation after the Quotation has been delivered to the City at any time up to the official closing time by submitting a written request to the City's Contract Administrator stated herein, prior to the date and time specified for the Quotation closing. Bidders will not be allowed to withdraw their Quotation following the RFQ stated closing date and time.
- b) The City reserves the right to withdraw, at its discretion, this Request for Quotation at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any Bidder as a result of such withdrawal.

21 No Post Submission Adjustments

No adjustments by any Bidders to their Quotation will be permitted after the stated closing date and time for this RFQ.

22 Verification and Clarification

- a) Notwithstanding any clause, term or condition of this RFQ, the City at its sole discretion, reserves the right to verify or clarify any information or data contained in a Bidder's Quotation. Such requests by the City shall not constitute any opportunity by the Bidder to adjust, improve or in any manner add to their Quotation.
- b) If in the sole opinion and determination of the City, the Bidder has misinterpreted the services required in the RFQ or underestimated the hours or value of the services to be performed or has submitted unbalanced prices or fees, not accurately reflecting the services requested, the City may reject the Quotation.

23 Conflicts of Interest

- a) In its Quotation, the Bidder must disclose to the City any potential conflict of interest that might compromise the performance of the service. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Quotation.
- b) The Bidder must also disclose whether it is aware of any City employee, City Council member or member of a City agency, or commission thereof having a financial interest in the Bidder and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Contract, the City may, at its discretion, refuse to consider the Quotation or withhold the awarding of any Contract to the Bidder until the matter is resolved to the City's sole satisfaction.
- c) If, during the Quotation evaluation process or the negotiation of the Contract, another City giving rise to a potential conflict of interest retains the Bidder, then the Bidder will so inform the City. If the City requests, then the Bidder will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned. Bidders must declare in their Quotation all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future. The City reserves the right to disqualify a Bidder in the event of a conflict, real or perceived.

24 Non-Exclusivity

The awarding of a Contract to a Selected Bidder shall not be a guarantee of exclusivity.

25 Restrictions Contained in a Quotation

The Bidder's Quotation must not contain any restrictions, erasures, or non-contract statements made to any article, or term or condition of this RFQ and also must not contain any added agreement, contract or terms and conditions of the Bidder's company or parent or related company. The City reserves the right to reject any Quotation with the said restrictions or additions nor called for included. Quotation submissions containing an escalation clause of any kind will be rejected by the City.

26 Ownership of Documents Submitted to the City

All documents and reports and any other information or data as prepared by the Contractor in response to this RFQ, whether in draft or final format, prepared on behalf of the City for the Work and services described in this RFQ, shall become the sole and unfettered property of the City.

27 Confidentiality of Information

- a) Except as noted, all communications between the Bidders and the City regarding this RFQ shall be treated as confidential, commencing the date of issuance of the RFQ to and after the receipt and opening of the RFQ Quotations. The City, in its sole and unfettered discretion, may at any time reject any RFQ Quotation by a Bidder without further consideration and terminate that Bidder's right to continue in the RFQ process in the event of any breach of confidentiality by the Bidder.

- b) All information provided to the City from a member of a Bidder's company, and/or team in connection with, or arising out of, the RFQ process, shall become the sole property of the City.
- c) Bidders must treat all information in a highly confidential manner and not use this information for any purpose other than for replying to this RFQ and fulfilling any related Contract requirements arising from the award of the RFQ. Without limiting the generality of the foregoing, Bidders who are deemed qualified to submit a Quotation in response to a future RFQ and/or invited to participate in interviews or any aspect of the RFQ process subsequent to submissions, shall keep highly confidential all such developments and participation. All information pertaining to recommendations and information collected and processed for the City is for the sole use of the City in its sole and unfettered discretion.
- d) Information communicated by the City to the Bidder or by the Bidder to the City in the course of responding to this RFQ shall not be either divulged or issued by the Bidder on any other project or Quotation unless prior approval, in writing, is obtained from the City.
- e) Any information that is not common knowledge, and may therefore be considered confidential by the City, that is acquired in the course of responding to this RFQ, shall not be used or divulged by the Bidder unless prior approval, in writing, is obtained from the City.
- f) Notwithstanding the foregoing, the obligation of confidentiality shall not pertain to information which, 1) Was at the time of disclosure, or thereafter became, part of the public domain; and 2) Must be disclosed under law or court order, where, in such cases, all reasonable attempts will be made by the Bidder to notify the City in advance of doing so.
- g) All Quotations received including all attachments shall remain the sole property of the City and shall not be returned to the Bidder under any circumstance following the stated closing time and date stated herein.
- h) All correspondence, documentation and information provided to the City by every Bidder in connection with, or arising out of this RFQ, and all RFQ Quotations shall become the property of the City and as a result, such RFQ Quotations are subject to requests for disclosure under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 as amended. Accordingly, Bidders are requested to identify any information in their RFQ Quotation that, if disclosed, could cause them injury. The City will make all reasonable efforts to maintain the confidentiality of such information, but the Bidders must be aware that the information may become public through requests for information and at all times as the result of the need for transparency and accountability in decisions made by the City. The City shall not be liable if any such confidential information becomes public or is otherwise disclosed. Bidders shall not identify their entire RFQ Quotation as "Confidential". The City may treat such a notation on or within an RFQ Quotation as grounds for disqualification.

28 Waiver of Rights

- a) Each Bidder acknowledges and agrees that the City is likely to receive, and be required to deal with, multiple RFQ Quotations, all of which may contain or disclose information considered by their Bidders to be of special, unique, secret or proprietary nature, and that such information and the manner in which the City may use it may be entitled or subject to protection under any of Canada's intellectual property laws, the Competition Act, Municipal Freedom of Information and Privacy Protection Act or the common law relating to unfair competition.

- b) The City will not accept any RFQ Quotation that is subject to a reservation by the Bidder of any such rights, and each RFQ Bidder, by virtue of filing an RFQ Quotation pursuant to this RFQ, expressly waives any and all protection to which the Bidder might otherwise be entitled in respect of that RFQ Quotation under all of the foregoing laws, and expressly releases the City and its staff, as well as the qualified Bidders from any claims, actions, suits and proceedings whatsoever for the infringement of any intellectual property right or for the use of any secret or proprietary information disclosed to the City in that RFQ Quotation.
- c) Each Bidder shall indemnify and save harmless The Corporation of the City of Niagara Falls and its Staff, against all claims, actions, suits and proceedings brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark or industrial design or the use or misuse in connection with their RFQ Quotation, including any and all costs incurred by the City.

29 **Anti-Lobbying Restrictions and Required Disclosure**

- a) Bidders, their employees, or anyone involved in preparing their RFQ Quotation must not engage in any form of political or other lobbying whatsoever with respect to this Quotation or seek to influence the outcome of the RFQ and subsequent procurement process. This anti-lobbying restriction extends to all City staff, its elected and appointed officers and officials and agents of the City.
- b) In the event of any such lobbying, the City may reject any RFQ Quotation by that Bidder without further consideration and terminate that Bidder's right to continue in the RFQ and any subsequent procurement process. All correspondence or contact by interested parties with the City must be directly and only with the City's Contract Administrator identified in this Quotation document. It should be duly noted by all Bidders that this anti-lobbying restriction extends from the release date of this RFQ through to the date and time when the City awards the Contract, after the RFQ evaluations and award. Any lobbying undertaken during this time frame by any Bidder or the Bidder's team members, or anyone involved with their RFQ Quotation may result in immediate disqualification from the process. This anti-lobbying restriction is not meant to affect the day-to-day operations of the City, its staff and its elected and appointed officers and officials and agents of the City that may necessarily include contact with potential Bidders to this RFQ regarding other business.
- c) This section shall not be intended to disallow any meetings, interviews or clarifications requested or authorized by the City, its authorized staff, its elected officials or their authorized designates.

30 **Announcement by City**

Any announcement concerning information about any Quotations received or the awarding of this Quotation shall be in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O.1990, c. M.56 as amended.

31 **Notification to Bidders**

Any notice that the City may be required or desired to give to the Bidder shall for all purposes be deemed to have been sufficiently and properly given if posted on the City's Bid Opportunities Web Page: www.niagarafalls.ca/bids and shall irrefutably be presumed to have been received by the Bidder on the day of the said posting.

32 **Materially False, Incorrect or Misleading Information**

The City, without liability, cost or penalty, may, at any time, during the RFQ process reject any RFQ Quotation or disqualify any Bidder if, in the sole and unfettered discretion of the City, such Quotation contains materially false, incorrect or misleading information.

33 Public Comment or Promotion of RFQ Quotation

Except for Bidder interviews, meetings or presentations specifically authorized or arranged by the City's Contract Administrator or authorized designate, neither Bidders nor their representatives shall make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their Quotation, or their interest or participation in the RFQ and subsequent procurement processes (if any) without the City's prior written consent, which consent may be arbitrarily withheld or delayed.

34 Failure to Comply

Failure to comply with any material requirements of this RFQ may result in disqualification of a Bidder and/or the rejection of the Bidder's RFQ Quotation.

35 Quotation Submission and Correspondence in English

Quotation submissions must be prepared in English and Bidders must be able to converse and correspond fluently in English directly or through an interpreter supplied by and at the total cost to the Bidder.

36 Rights to Quotation Submission Document

Upon receipt of the Bidder's Quotation submission, the City shall retain the right to determine the use of the Quotation submission for its own purposes. Bidder's shall not use their Quotation submission for any other purposes whatsoever, including revealing any content of their Quotation submission or making copies for other agencies, firms or companies not being a legal part or division of the Bidder's company, unless permission for any such use is receiving in writing by the Bidder from the Corporation of the City of Niagara Falls. Bidders must make a request in writing to the City for the intended use of their Quotation submission for any other purposes than as stated herein.

37 Suspension of Activity

- a) All Bidders are advised and put on notice that notwithstanding anything else contained in this RFQ that all Bidders are forewarned and advised that if the City chooses not to proceed with this RFQ process or any subsequent procurement process or any stage including, without limitation, the completion of the RFQ process, the commencement, implementation or completion of any RFQ process or other procurement process and/or the award, negotiation or the finalization of any Contract and that accordingly, all Bidders acknowledge and agree that if any such processes are suspended, terminated or cancelled at any time or times during any stage of the RFQ process or subsequent procurement process (if any) by the City, then the Bidders shall have no claim against the City for any costs, expenses, losses including loss of profits, liabilities or damages whatsoever.
- b) The City reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of the RFQ and any subsequent procurement process, the assessment and evaluation of Quotation submissions, including the determination of the choice, if any, of a Selected Bidder, without incurring any liability whatsoever to any Bidder, including any liability for costs, expenses, losses or damages, and without giving any reasons therefore.
- c) Without limiting the generality of the foregoing, The City, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this RFQ, or to change the scope of the project, or to cancel the RFQ or the Project, without stating reasons therefore and accordingly The City also reserves the right to accept or to reject any or all of the Quotation submissions and the City reserves the right to proceed as, in its sole and unfettered discretion, following receipt of the Quotation submissions, including, without limitation, issuing a second or more, or a modified Quotation for the project or entering into contract negotiations with any Bidder.
- d) The lowest priced Quotation submission received will not necessarily be accepted.

- e) The issuance of this RFQ and the receipt of any Quotation submission by any Bidder does not commit the City to award a Contract or to pay any costs incurred in the preparation of any Quotation by any Bidder, or in any Bidder's attendance at any meetings with The City.

38 Agreement with Terms

By submitting a Quotation the Bidder agrees to all the terms and conditions of this RFQ. Bidders who have obtained this RFQ and any addenda electronically must not alter any portion of this RFQ. To do so will invalidate the Quotation and the Bidder's Quotation submission will be rejected.

39 Modification of Terms and Addenda

The City reserves the right to modify the terms of the RFQ. Any modifications or changes to the RFQ will be issued in the form of an addendum and will be posted on the City's Bid Opportunities Web Page. It is the Bidder's sole responsibility to check this Web Page often to avail themselves of any posted addenda.

40 Order of Precedence

In the event of any inconsistency or conflict in the contents of the following documents, such documents shall take

precedence and govern in the following descending order:

- Agreement as executed between the Contractor and the City including all attachments thereto
- Addenda (if any) as issued
- This RFQ including all appendices and attachments
- The Bidder's Quotation submission

41 Liability for Errors

While the City has used considerable efforts to ensure an accurate representation of information in this RFQ, the information contained in this RFQ is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in this RFQ is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFQ.

42 Litigation with The City

No Quotation submission will be accepted from any Bidder or who has a claim or has instituted a legal proceeding against the City or against whom the City has a claim or has instituted a legal proceeding, without the prior approval of City Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFQ.. This applies also to any company who has a business relationship with the Bidder.

43 Bidder's Expenses

Bidders are solely responsible for their own expenses in preparing a Quotation and for subsequent negotiations with the City, if any. If the City elects to reject all Quotations received, the City will not be liable to any Bidder for any claims, whether for costs or damages incurred by any Bidder in preparing their Quotation, loss of anticipated profit in connection with any final contract, or any other matter whatsoever.

44 Erasures and Alterations

Any erasures, alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Quotation submission by the City

45 Limitation

The Bidder, by submitting a Quotation, agrees that it will not claim damages, for whatever reason, relating to the contract or in respect of the competitive process. The Bidder, by submitting a Quotation, also waives any claim for loss of profits if no Contract is awarded by the City to any Bidder.

46 Omission & Mis-statements

- a) The several parts of the RFQ shall be taken together to explain each other, and to make the whole consistent; and if it be found that anything has been omitted or misstated, which is necessary for the proper performance and completion of any part of the work contemplated, the Contractor shall, at the Contractor's own expense, and without making any extra claim, therefore, execute the same as if it has been properly described, and the correction of any such omission or mis-statement shall not be deemed to be an addition to, or deviation from the works hereby contracted for; nor shall such decision or correction entitle the Contractor to any extension of time for the completion of the work.
- b) It is to be understood that all terms and conditions, specifications, drawings, plans, all RFQ clauses, and the complete RFQ as posted on the City's Bid Opportunities Web Page [www.niagarafalls.ca/bids] shall constitute the RFQ. Any Quotations received that have clauses or any wording or figures, statistics, numbers, quantities or any other items that have been changed or altered in any way shall be rejected and not accepted by The Corporation of the City of Niagara Falls.

SECTION 1 INSTRUCTIONS TO BIDDERS**B. THE AWARD AND CONTRACT PROCESS****47 Execution of Contract**

- a) The successful bidder shall be notified in writing of the acceptance of its Quotation submission and shall be bound to execute the Agreement with the City within two weeks of the contract award. Date of contract award shall be taken as the date on which the successful contractor has been notified in writing of the acceptance by the City of its Quotation submission.
- b) Prior to any award, the Price Schedule and the Quotation submitted to the City in response to this RFQ becomes part of the Contract document. The selected Contractor must accept the City's Contract, which will supersede all other contracts. The City's Standard Form of Contract Agreement is included with this RFQ.
- c) The successful contractor must submit the following to the Legal Services Department, City of Niagara Falls within two weeks of the contract award:
 - .1 A certified copy of all required Insurance Policies which complies with the requirements as stated in this RFQ for a minimum amount of five million dollars (\$5,000,000.) including all endorsements.
 - .2 A Certificate of Insurance (per Appendix A - Standard Certificate of Insurance)
 - .3 A Certificate from the Workplace Safety and Insurance Board (WSIB) stating that the Contractor is in good standing with the WSIB and the said Certificate must be re-submitted to the Contract Administrator every 60 days during the duration of the contract period.

48 Failure to Execute an Agreement with the City

Failure by the successful bidder to execute the Agreement with the City and to deposit the said certified copies of all required Insurance Policies and Certificate, and the said Certificate from the Work Place Safety and Insurance Board within the specified time stated above shall be just cause for the annulment of the contract award. The City make take any measures against the Contractor its deems necessary for failure to execute an Agreement with the City.

49 Extension of Contract Award

The City at any time may extend the contract award for all or any portion of the work or services as identified in this RFQ. Such extension shall be granted if agreed by the City and the Contractor. Prices for work or services during the extension period shall be the same as stated on the Price Schedule Pages. The extension period shall be determined by the City and agreed to by the Contractor.

50 Written Approval for Additional Work

The Contractor must obtain written approval from the Project Coordinator prior to performing any extra or additional work as defined in this RFQ.

51 Conforming with all Laws

The Bidder agrees to abide by all applicable laws, regulations and administrative rulings of Canada, Ontario, and the City of Niagara Falls, securing all necessary licenses and permits in connection with the Quotation.

52 Warranties and Covenants

The Contractor will represent, warrant and covenant to the City, and acknowledge that any service resulting from or to be supplied or developed as a result of this RFQ with the City will be in strict accordance with the functional and technical requirements set out in this RFQ.

53 Patents, Inventions, Intellectual Property Rights, Copyright, Trademarks, Technology rights

The Bidder agrees to defend the City of Niagara Falls at Bidder's own expense, in all suits, actions or proceedings in which the City of Niagara Falls is made a defendant for actual or alleged infringement of any Canadian or foreign letters patent, inventions, intellectual property rights, copyright trademarks, technology rights or any other related rights to the above including payment of all legal and court costs, resulting from the City of Niagara Falls' contractual relationship with the Bidder and the Bidder's use of any or all technologies, methodologies, strategies in providing the services required herein. The Bidder further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City of Niagara Falls. The Bidder agrees to indemnify and hold harmless the City of Niagara Falls from any and all license, royalty and proprietary fees or costs, including legal and court costs, which may arise out of the City of Niagara Falls' contractual relationship with the Bidder and the Bidder's use of any or all technologies, methodologies, strategies in providing the services required herein. It is expressly agreed by Bidder that these covenants are irrevocable and perpetual.

54 Indemnification

- a) The Contractor shall indemnify and save harmless the City from and against all claims, actions, losses, expenses, costs, demands, suits and other proceedings or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer as a result of the negligence of the Contractor, its employees, officers or agents in performance of this Contract;
- b) The Contractor shall indemnify and save harmless the City from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the City, its employees, officers or agents may suffer as a result of misuse, misappropriation or alleged misuse or misappropriation by the Contractor, its employees, officers or agents of intellectual property in the performance of this Contract; and
- c) The City agrees to indemnify and save harmless the Contractor from and against any and all claims, losses, damages, liability and costs arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligence of the Contractor in the performance of all work and services to the City within this work.

55 Insurance

The Contractor shall be required to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of this Contract, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of the Contractor's Services:

(A copy of the City's standard Certificate of Insurance is attached to this RFQ as Appendix A)

- a) Comprehensive General Liability, provided that the policy:
 - .1 is in the amount of not less than Five Million Dollars (\$5,000,000), per occurrence;
 - .2 add the City as additional insured;
 - .3 has provisions for cross-liability as between the Contractor and the City, broad form contractual liability, owner's/contractor's protective liability, contingent employer's liability, employers liability, non owned automobile liability and personal injury liability;
 - .4 provides non-owned automobile coverage; and
 - .5 provides for thirty (30) days' prior written notice of cancellation or material change;
- b) The Contractor shall also furnish the City with a certified copy of a Standard Automobile Liability Insurance Policy on all owned and leased vehicles with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury and property damage with a deductible not greater than Five Thousand Dollars (\$5,000.00);
- c) All policies listed above:
 - .1 Shall apply as primary insurance and not excess to any other insurance available to the City; and
 - .2 To remain in force until final acceptance of the Work described herein by the City; and
- d) At the expiry date of the policies, the Contractor shall provide original signed Certificates or electronic equivalents thereof, evidencing renewals or replacements to the City prior to the expiration date of the original policies, without notice or request by the City.
- e) The successful bidder shall note that only the following words "or from blasting or vibration from pile driving or caisson work" may be deleted on the following clause of the Certificate of Insurance:

No exclusions for damage or loss from the removal or weakening of support of any property, building or land whether such support be natural or otherwise or from blasting or vibration from pile driving or caisson work.

56 Failure or Default of Bidder

If the Bidder, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Bidder under the terms of the RFQ, the City may disqualify the Bidder from the RFQ process and/or from competing for future Quotations or RFQs issued by the City for a period of one year. In addition, the City may at its option either:

- a) Consider that the Bidder has withdrawn any offer made, or abandoned the Contract if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void; or
- b) Require the Bidder to pay the City the difference between its Quotation and any other Quotation which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Bidder's failure or default, and further the Bidder will indemnify and save harmless the City, its elected and appointed officers and officials, 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 Bidder.

57 No Assignment

The Contractor shall not assign any part of this work which may be awarded to it per the award of a Contract by the City without prior written consent of the City. Such written consent however, shall not under any circumstances relieve the Contractor of its liabilities and obligations under this RFQ and said Contract.

58 Personnel and Performance

The Contractor shall be responsible for its own staff resources. Personnel assigned by the Contractor to perform or produce the Services or any part of it may, in the sole discretion of the City, be required to sign non-disclosure agreement(s) satisfactory to the City before being permitted to perform such services.

59 Payment Schedule

- a) A payment schedule satisfactory to the City shall form part of the contract governing the required service. No fees or reimbursable expenses shall become payable to the Contractor pursuant to the Contract other than pursuant to one or more signed schedules.
- b) The Contractor shall submit invoices in such detail as may be required by the City, and the City reserves the right to require further proof or documentation from the Contractor in respect of services performed or expenses incurred by the Contractor and the Contractor shall provide, without delay, such further proof or documentation.
- c) If the City does not approve of the Services which are the subject of the invoice, the City shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy the problem at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.
- d) The Contractor shall be solely responsible for the payment of all personnel made available by it and used for performance of any of the Services. Payments shall be made net thirty (30) days from date of receipt of invoice and completion of the services required to the complete satisfaction of the City.

60 Termination

Nothing herein shall be construed as giving the Bidder the right to perform the services contemplated under the Contract beyond the time when such services become unsatisfactory to the City of Niagara Falls; and in the event that the Bidder shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the Bidder to serve under the Contract, the Bidder shall be paid only for that portion of the said services which shall have been satisfactorily completed at the time of termination.

61 Termination For Convenience of the City

The City of Niagara Falls, upon giving thirty (30) days written notice (unless a longer period is given) may terminate the Contract, in whole or in part, when it is in the best interest of the City of Niagara Falls. To the extent that the Contract is for services and is so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for services rendered prior to the effective date of termination.

62 Work Completion Schedule

The Contractor may be required to submit a complete work completion schedule.

63 Completion of Contract Terms and Conditions

- a) The work shall be completed in all respects, except as may be otherwise specified herein, and the Contractor shall execute the whole of the work with every possible dispatch and in a substantial and adequate manner, comprehending what may be reasonably implied from the specifications though not particularly shown or called for therein and the whole of the work shall be supplied and completed to the entire satisfaction of the City and upon written confirmation from the City that the work is complete.
- b) Unless otherwise stated, the goods, materials, articles, equipment, work or services, specified or called for in or under this RFQ shall be delivered or completely performed, as the case may be, by the Contractor as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion.
- c) The Bidder agrees to furnish to the City, in conformity with the conditions set out herein and with any specifications, plans, price schedules, samples, instructions, addenda or other details, provided in connection therewith or referred to therein, the goods, materials, articles, equipment, work or services so specified or called for in this RFQ at the prices stated in the Bidder's Quotation submission.

64 Goods and Materials Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or contract based on this RFQ, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

65 New Goods and Materials Only

Unless otherwise stated all goods supplied as a result of this RFQ shall be new only, never used, of the latest manufacture and not re-manufactured.

66 Health & Safety

- a) All work performed under this contract must be carried out in accordance with the terms and conditions of the **OCCUPATIONAL HEALTH & SAFETY ACT, R.S.O. 1990**, as amended. The City reserves the right to obtain the Health and Safety records from the appropriate Ontario Government Ministry of the Contractor and may determine its selection of the Contractor based upon these records.
- b) Pre-Start Health and Safety Review:
A Pre-Start Health and Safety Review means the production of a report as required by *O. reg. 528/00* amending Section 7 of the Regulations for Industrial Establishments of the *Occupational Health and Safety Act, R.S.O. 1990* as amended. When Required by the City, the Contractor shall provide a Pre-Start Health and Safety Report.

67 Contractor Safety Program

The Contractor must, if requested by the City, complete the forms and requirements of the City's Contractor Safety Program. The instructions and forms of the City's Contractor Safety Program are posted on the City's Bid Opportunities Web Page: www.niagarafalls.ca/bids

68 Time is of the Essence

The City shall have the right to cancel at any time any contract or any part of any contract resulting from this RFQ in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed by the specified time in the RFQ, without incurring any liability whatsoever in respect hereto.

69 Contract Communications in Writing Only

No verbal arrangement or agreement, relating to the goods, materials, articles, equipment, work or services, specified or called for under this RFQ and the award resulting from this RFQ, will be considered binding, and every notice, advice or other communication pertaining thereto, must be in writing and signed by a duly authorized person.

70 Standards and Legislation: Failure to Comply

The Contractor may be required to provide written documentation that all materials proposed meet Municipal, Provincial and Federal Government standards, legislation and laws. Also, the Contractor must comply with all laws, legislation, regulations, and provisions of the Federal, Provincial, Municipal Governments or any governmental agency as they pertain to the work described herein. Failure by the Contractor to comply with these laws, legislation, regulations and provisions shall be just cause for the City, at its discretion, to stop performance of this contract, until such times as the Contractor complies with these laws etc. Also the City may, at its discretion, award the contract to any other Contractor or may re-issue the RFQ. The City may assess against the Contractor any damages whatsoever as a result of failure to comply.

71 Compliance With Laws and Acts

The Contractor shall comply with all Federal, Provincial and Municipal Laws, statutes, regulations and by-laws, relevant to this RFQ including but not limited to:

- *The Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1, as amended.
- *Workplace Safety and Insurance Act*, effective January 1, 1998, as amended
- *The Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

72 City not Employer

The Contractor agrees that the Corporation of the City of Niagara Falls is not to be understood as the employer to the Contractor nor to such Contractor's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this RFQ.

73 Workplace Safety & Insurance Board Requirements

- a) The Contractor must be in good standing with all the provisions of the Workplace Safety and Insurance Board (WSIB) and shall furnish the City's Contract Administrator with a "**Certificate of Clearance**" from the WSIB prior to the start of any work. Following substantial completion of the work as determined by the City, the Contractor must furnish the City with a "**Certificate of Clearance**" from the WSIB. For work of long duration the Contractor must supply the City with a "**Certificate of Clearance**" every 60 days. Progress payments will not be paid by the City unless a valid "**Certificate of Clearance**" is supplied to the City. Final payment to the Contractor will not be made unless this certificate is received from the Contractor.
- b) A Contractor who operates under an "Independent Operator Status" must supply the City with a document from the WSIB that clearly states that the WSIB has deemed that the Contractor is classified as an independent operator as defined under the provisions as issued by the Workplace Safety & Insurance Board. Such document shall be required for each subsequent work under this contract and updated if the work covered under this contract is of an intermittent nature involving the same or different types of work over a determined period of time. The Contractor will not be permitted to start any work under the contract until such document is received by the City.

74 Local Labour

(Per Item G4, Page SPG 2, Special Provisions, *Niagara Peninsula Standard Contract Document*, Rev. 11, 2010-06)

“The Contractor shall employ only orderly, skillful and competent persons to do the work.

The Contractor is requested to consider the hiring of local labour whenever possible and shall give preference to the hiring of local labour within the Regional Municipality of Niagara, provided the labour is available locally and is physically fit and properly qualified by training and experience to meet the Contractor's requirements. The foregoing shall not apply to supervisory staff, major equipment operators, nor shall it apply until ten days after the Contractor has actually commenced operation.

Whenever, the Contract Administrator shall inform the contractor in writing that any person or persons on the work are, in the opinion of the Contract Administrator, incompetent or disorderly, such person or persons shall be discharged from the work and shall not again be employed on the work without the consent in writing of the Contract Administrator.”

75 Removal and Disposal

All materials as specified herein to be removed and disposed, shall be removed by the Contractor and disposed of in a manner that is satisfactory to the City. The entire job site shall be left in an orderly and appropriate condition upon the completion of the work.

76 Tools, Materials and Equipment

Any equipment, tools, supplies, materials, parts or any other items delivered to the job site by the Contractor, prior to, during or after carrying out the work will be of the Contractor's own volition and the Contractor will be entirely responsible for same.

77 Payment Holdback for Unsatisfactory Performance

The City shall not pay the final invoice to the Contractor for the work, services, products or materials stated in this RFQ until the City is fully satisfied that all terms and conditions stated in this RFQ and all work, service performed, products or materials delivered shall be deemed to have been completed, installed or delivered to the complete satisfaction of the City.

78 Origin of Goods and Materials

Wherever possible, the goods, materials, articles or equipment, specified or called for in or under this RFQ shall be of Canadian origin and manufacture.

79 W.H.M.I.S. Requirements

As applicable the Contractor must supply a supplier label and appropriate Material Safety Data Sheet under the W.H.M.I.S. legislation and Hazardous Protection Act for all controlled products to be supplied per this RFQ. Any controlled good supplied without appropriate data sheet and proper labeling will not be accepted and will be returned at the sole cost to the Contractor .

80 Contractor's Liability

- a) The Contractor shall ensure, that all Contractor's staff who shall be performing any work as described or identified in this RFQ on City property, shall perform such work in a safe and responsible manner. Any damage or destruction to the City's property, materials, equipment, environment and any other item that the City has responsibility for on the work site, that is determined by the City's Contract Administrator to have been caused by the Contractor or by the Contractor's staff, shall be repaired, replaced by the Contractor or the Contractor shall make compensation for the full cost of the damage or destruction.
- b) The City's Contract Administrator shall specify a reasonable time period in which the Contractor shall repair or replace said damage or destruction. In the event the Contractor has not repaired or replaced the damaged or destroyed item(s) in the time specified, the City's Contract Administrator shall seek other remedies including section c), below.
- c) Monetary Compensation: If the said damage is not repaired or replaced by the Contractor in the specified reasonable time period - per section b) above, the total amount of such monetary compensation shall be deducted by the City from the invoice(s) received from the Contractor for the work. Where such monetary amounts may exceed the total value of the contract award, the City shall seek remedy through the Contractor's insurance provider or surety provider or by other means that the Corporation of the City of Niagara Falls deems to be in the best interest of the City.

81 Negotiations

- a) The City reserves the sole and unfettered right to enter into negotiations with any Bidder who has submitted a Quotation in response to this RFQ for any terms, conditions or any other matters the City deems necessary. The receipt of any Quotation in response to this RFQ shall not be understood as a process directly leading to the execution of a contract with the City. Also, the City may reject all Quotations received and enter into negotiations with any company it deems suitable to complete this project to the entire satisfaction of the City.
- b) The City reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of the RFQ and any subsequent procurement process, the assessment and evaluation of Quotation submissions, including the determination of the selection, if any, of a successful Bidder, without incurring any liability whatsoever to any Bidder, including any liability for costs, expenses, losses or damages, and without giving any reasons therefore.
- c) Without limiting the generality of the foregoing, the City, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this RFQ, or to change the scope of the project, or to cancel the RFQ or the project, without stating reasons therefore and accordingly the City also reserves the right to accept or to reject any or all of the Quotation submissions and the City reserves the right to proceed as, in its sole and unfettered discretion, following receipt of the Quotation submissions, including, without limitation, issuing a second or more, or a modified Quotation for the project or entering into contract negotiations with any Bidder.
- d) The lowest priced Quotation submission received will not necessarily be accepted.
- e) The issuance of this RFQ and the receipt of any Quotation submission by any Bidder does not commit the City to award a Contract or to pay any costs incurred in the preparation of any Quotation by any Bidder, or in any Bidder's attendance at any meetings with The City.

82 RFQ Results

By submitting a Quotation in response to this RFQ, the Bidder thereby agrees that the City has the right not to reveal the reasons for its sole determination and selection of a Contractor and agrees that the City will not publish in any manner whatsoever, nor post to the City's Bid Opportunities Web Page nor make any comments or statements of any kind regarding the results or summary of the Quotations submitted in response to this RFQ. Notwithstanding the above statements the City may publish the Quotation Summary containing the total bid prices only to its Bid Opportunities Web Page.

83 Budget Limitations

Award of any work or services resulting from this RFQ is subject to the limits of the City of Niagara Falls approved budget for the said work or services. Bidders shall have no claim if the City cancels this RFQ process or any subsequent procurement process as a result of the lowest or any Quotation Submission that does not meet the limitations of the City's approved budget

84 Extension of Contract

The time period duration of any Agreement resulting from this Quotation may be extended for a specific period provided that both the City and the Contractor agree to such extension. The City may notify the Contractor at any time to seek an extension.

85 Failure to Perform Contract to City's Satisfaction

The City of Niagara Falls shall assess the performance of the Contractor during the period stated herein for the duration of the contract. If at any time during this period the City finds that the Contractor has failed to perform all duties and work / services as described in this RFQ to the complete satisfaction of the City and upon notification of this failure to the Contractor, the City may take the following actions:

- a) Notify the Contractor that remedial or repeat work / service needs to be done to complete the work / service. Such remedial or repeat work / service shall be completed at no additional cost to the City.
- b) Notify the Contractor that upon a second request per a) above the Contractor and the City shall have a meeting to discuss the reasons for the need for remedial or repeat work and to discuss a permanent solution to the problem as to why the need for remedial or repeat work was necessary and to state the resolution to the issues to the complete satisfaction of the City.
- c) Following any repeated requests by the City after step b) above which shall be understood as the third request for remedial or repeat work / service, the City may at its sole decision terminate the contract and declare that the Contractor is in default of the contract and that the City may take whatever steps it deems necessary to mitigate the failure of the Contractor including but not limited to:
 - .1 Seek any financial remedies from the defaulted Contractor which shall be to ensure that the City does not incur any financial loss between the said Contractor's bid prices and the prices of any Contractor that may be called to complete the work / services for the remainder of the contract period.
 - .2 Remove the defaulting Contractor from the City's bidders list and prohibit the Contractor from bidding upon any future work or service for the City for an undetermined period of time.
 - .3 Seek any other compensation or other result from the defaulting Contractor that the City solely determines is necessary.

Request for Quotation
RFQ16-2012
Supply of Material and Services
for Pavement Markings
Parking Lots & City Owned Lands
For a Three Year Period

SECTION 2

PRICE SCHEDULE

City of Niagara Falls
Request for Quotation -RFQ16-2012
Supply of Material and Services for Pavement Markings
Parking Lots and City Owned Lands
For a Three Year Period
PRICE SCHEDULE - SECTION 2

BIDDER'S DECLARATION

We, the undersigned have carefully examined this RFQ and all addenda and herewith forming part of this quotation submission. and have carefully examined the work sites and all requirements of this RFQ. We, the undersigned understand and accept the said RFQ, and, for the prices set forth in our quotation, hereby offer to perform all work with our own labour, equipment, tools, apparatus and other means of work, and to complete the work in strict accordance with this RFQ; and have submitted our quotation at rates that include all labour, materials, overhead and profit to comply with the RFQ requirements and specifications and further agree that We, shall not be entitled to any payments, except by the prices as stated herein; and further agree to furnish the required Insurance documentation and Workplace Safety and Insurance Board documentation in accordance with this RFQ and to properly complete the work within the time stated herein; and declare that no person, firm or corporation other than whose signature or signatures of whose proper officers and the seal is or are attached below, has any interest in this RFQ or in the work proposed to be taken and that our quotation submission is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a quotation for the same work and is in all respects fair and without collusion or fraud ; and if our quotation submission is accepted by the City, we will complete whatever additional work that may be required at the prices stated herein, in strict conformity and in all respects with the requirements of this RFQ in all respects.

We further acknowledge that we have received Addendum/Addenda No. ___ to ___ inclusive, and that all changes specified in the Addendum/ Addenda have been included in the prices submitted.

We further agree to complete all the work and services as specified in this RFQ at the prices stated to the satisfaction of the City of Niagara Falls.

We further agree that our quotation submission is to continue open to acceptance and irrevocable until a Purchase Order has been issued by the City for the said work, and that, within **90 (ninety)** calendar days of closing date, the City may accept our quotation submission without notice, whether any quotation has been previously accepted or not. and therefore We submit our quotation for the price stated below (taxes extra) for 2012, 2013 and 2014.

The Signing Officer by signing this document states that he/she has the authority to bind the company.

Company Name	
Address: Street and Number	
Address: City, Prov. Postal Code	
Telephone and Fax Numbers	Tel: _____ Fax: _____
E-mail Address	
Name of Signing Officer Please Print Clearly	
Signature of Signing Officer named above	
Date Signed:	
H.S.T. Registrataion #	
W.S.I.B. Registrataion #	

City of Niagara Falls
Request for Quotation -RFQ16-2012
Supply of Material and Services for Pavement Markings
Parking Lots and City Owned Lands - For a Three Year Period
PRICE SCHEDULE - SECTION 2
SUMMARY

Name of Company	
Signature of Company Signing Officer (per page PS1)	

2012 PRICES

Description	Total Price
Price for 2012 (Transferred from Page PS 3)	\$
Harmonized Sales Tax : 13%	\$
Total Price including taxes and all costs for 2012	\$

2013 PRICES

Description	Total Price
Price for 2013 (Transferred from Page PS 4)	\$
Harmonized Sales Tax : 13%	\$
Total Price including taxes and all costs for 2013	\$

2014 PRICES

Description	Total Price
Price for 2014 (Transferred from Page PS 5)	\$
Harmonized Sales Tax : 13%	\$
Total Price including taxes and all costs for 2014	\$

Total Contract Price for 2012, 2013, 2014 including all labour, parts, equipment, materials, all work as described in this RFQ, taxes and all other costs.	\$
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Decision by the City

The City reserves the right to select one Contractor for all work as described in this RFQ or to select more than one Contractor, using the prices as stated on these Price Schedule pages or to cancel this RFQ and re-issue the RFQ or to cancel this RFQ and take whatever steps the City, in its sole and unfettered determination, deems necessary to complete this work including by not limited to negotiations with one or more companies or to completely cancel the project. The Bidder shall have no claim against the City whatsoever for its decision on how to conduct the RFQ process and any procurement process resulting from this RFQ.

Extension of Contract

The time period duration of any Agreement resulting from this Quotation may be extended for a specific period provided that both the City and the Contractor agree to such extension. The City may notify the Contractor at any time to seek an extension.

City of Niagara Falls
Request for Quotation -RFQ16-2012
Supply of Material and Services for Pavement Markings
Parking Lots and City Owned Lands - For a Three Year Period
PRICE SCHEDULE - SECTION 2

Name of Company	
Signature of Company Signing Officer (per page PS1)	

2012 Costs

Item	Description	Estimated Quantity	Unit Price 2012	Total Price 2012
1	Supply and Apply approved Traffic Paint	1,520 litres	\$	\$
2	Handicapped Parking Stalls (Non-Reflectorized)	40	\$ /ea	\$
3	Layout and Application of Pre-Marking	10 hours	\$ /hr	\$
4	Obliterate Lines Through Grinding	60 metres	\$ /mtr	\$
	Total Price for 2012 - Transfer to Page PS 2			\$

This Request for Quotation is for the supply and application of the following paints for pavement markings. Bidders must state on the lines indicated below the paint and beads specifications requested per the specifications as stated in this RFQ. Quotation submissions from Bidders who are offering to supply and apply paints and beads that are not in strict compliance with the specifications stated in this RFQ will be rejected.

M.T.O. Approved Paint (White)
from May 1 to October 15

OPSS Standard / Paint Manufacturer / Paint Code

M.T.O. Approved Paint White
from April 1 to April 30 and
from October 16 to December 31

OPSS Standard / Paint Manufacturer / Paint Code

M.T.O. Approved Paint (Yellow)
from May 1 to October 15

OPSS Standard / Paint Manufacturer / Paint Code

M.T.O. Approved Paint (Yellow)
from April 1 to April 30 and
from October 16 to December 31

OPSS Standard / Paint Manufacturer / Paint Code

M.T.O. Approved Beads

Bead Manufacturer

The Bidder must print clearly in ink or by typewriter. Any erasures or overwriting must be initialed by the Bidder. Not to do so will invalidate the Bidder's Quotation submission.

THIS FORM MUST BE COMPLETED IN ORDER FOR THE BIDDER'S QUOTATION SUBMISSION TO BE VALID

City of Niagara Falls
Request for Quotation -RFQ16-2012
Supply of Material and Services for Pavement Markings
Parking Lots and City Owned Lands - For a Three Year Period
PRICE SCHEDULE - SECTION 2

Name of Company	
Signature of Company Signing Officer (per page PS1)	

2013 Costs

Item	Description	Estimated Quantity	Unit Price 2013	Total Price 2013
1	Supply and Apply approved Traffic Paint	1,550 litres	\$	\$
2	Handicapped Parking Stalls (Non-Reflectorized)	40	\$ /ea	\$
3	Layout and Application of Pre-Marking	10 hours	\$ /hr	\$
4	Obliterate Lines Through Grinding	60 metres	\$ /mtr	\$
Total Price for 2013 - Transfer to Page PS 2				\$

This Request for Quotation is for the supply and application of the following paints for pavement markings. Bidders must state on the lines indicated below the paint and beads specifications requested per the specifications as stated in this RFQ. Quotation submissions from Bidders who are offering to supply and apply paints and beads that are not in strict compliance with the specifications stated in this RFQ will be rejected.

M.T.O. Approved Paint (White)
from May 1 to October 15

OPSS Standard / Paint Manufacturer / Paint Code

M.T.O. Approved Paint White
from April 1 to April 30 and
from October 16 to December 31

OPSS Standard / Paint Manufacturer / Paint Code

M.T.O. Approved Paint (Yellow)
from May 1 to October 15

OPSS Standard / Paint Manufacturer / Paint Code

M.T.O. Approved Paint (Yellow)
from April 1 to April 30 and
from October 16 to December 31

OPSS Standard / Paint Manufacturer / Paint Code

M.T.O. Approved Beads

Bead Manufacturer

The Bidder must print clearly in ink or by typewriter. Any erasures or overwriting must be initialed by the Bidder. Not to do so will invalidate the Bidder's Quotation submission.

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City of Niagara Falls
Request for Quotation -RFQ16-2012
Supply of Material and Services for Pavement Markings
Parking Lots and City Owned Lands - For a Three Year Period
PRICE SCHEDULE - SECTION 2

Name of Company	
Signature of Company Signing Officer (per page PS1)	

2014 Costs

Item	Description	Estimated Quantity	Unit Price 2014	Total Price 2014
1	Supply and Apply approved Traffic Paint	1,550 litres	\$	\$
2	Handicapped Parking Stalls (Non-Reflectorized)	40	\$ /ea	\$
3	Layout and Application of Pre-Marking	10 hours	\$ /hr	\$
4	Obliterate Lines Through Grinding	60 metres	\$ /mtr	\$
	Total Price for 2014 - Transfer to Page PS 2			\$

This Request for Quotation is for the supply and application of the following paints for pavement markings. Bidders must state on the lines indicated below the paint and beads specifications requested per the specifications as stated in this RFQ. Quotation submissions from Bidders who are offering to supply and apply paints and beads that are not in strict compliance with the specifications stated in this RFQ will be rejected.

M.T.O. Approved Paint (White)
from May 1 to October 15

OPSS Standard / Paint Manufacturer / Paint Code

M.T.O. Approved Paint White
from April 1 to April 30 and
from October 16 to December 31

OPSS Standard / Paint Manufacturer / Paint Code

M.T.O. Approved Paint (Yellow)
from May 1 to October 15

OPSS Standard / Paint Manufacturer / Paint Code

M.T.O. Approved Paint (Yellow)
from April 1 to April 30 and
from October 16 to December 31

OPSS Standard / Paint Manufacturer / Paint Code

M.T.O. Approved Beads

Bead Manufacturer

The Bidder must print clearly in ink or by typewriter. Any erasures or overwriting must be initialed by the Bidder. Not to do so will invalidate the Bidder's Quotation submission.

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City of Niagara Falls
Request for Quotation -RFQ16-2012
Supply of Material and Services for Pavement Markings
Parking Lots and City Owned Lands - For a Three Year Period
PRICE SCHEDULE - SECTION 2
STATEMENT 'A'
CONTRACTOR'S EXPERIENCE

Bidders shall list below a minimum of three (3) or more similar work references for work performed during the past three (3) years. **Do not include the City of Niagara Falls as a named reference.**

Any Quotation submitted that does not include this Form will be rejected by the City. Companies stated by the Bidder as references will be contacted by City of Niagara Falls Staff. Both written and telephone (oral) references checks received by the City will be accepted as binding upon the Bidder. References received which are negative or indicate past performance issues may be cause for the City to reject the Bidder's Quotation submission. Bidders also upon request by the City may be required to furnish satisfactory evidence as to their experience, capacity and financial resources.

Completion date of Contract	Work performed for: Company Name	Contact Person and telephone # for Company in Col. 2	Type of Work Performed	Approximate Value of Contract

City of Niagara Falls
Request for Quotation -RFQ16-2012
Supply of Material and Services for Pavement Markings
Parking Lots and City Owned Lands - For a Three Year Period
PRICE SCHEDULE - SECTION 2
STATEMENT 'B'
CONTRACTORS PERSONNEL

Bidders must state below the names and experience of the personnel to be used on this contract. Staff that will act as Supervisors must be identified.

Any Quotation submitted that does not include this Form will be rejected by the City.

Name of Staff Person for Work Crew	Job Title	Qualifications	Experience

City of Niagara Falls
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Parking Lots and City Owned Lands - For a Three Year Period
PRICE SCHEDULE - SECTION 2
STATEMENT 'C'

CONTRACTORS EQUIPMENT

Bidders must state below a full description of the equipment the Bidder proposes to use on this contract, specifying it age, make and condition. The Bidder must also state whether the equipment is wholly owned or rented.

Any Quotation submitted that does not include this Form will be rejected by the City.

Item Name Centre Line	Age of Equipment	Description	Fully Owned or Rented
Cab and Chassis			
Number & Capacity of Paint Tanks			
Paint Heater / Rating			
Loading Pump / Capacity			
Compressor / Capacity			
Pressurized Bead System/Capacity			
Automatic Skip Equipment			

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for Pavement Markings
Parking Lots & City Owned Lands
For a Three Year Period

SECTION 3

SPECIFICATIONS

SPECIFICATIONS

SECTION 3

**Supply of Materials and Services for Pavement Markings
Parking Lots and City Owned Lands
For a Three Year Period**

1. Scope of Work

The work intended to be carried out under this contract shall include supplying of all labour, equipment and materials necessary for all pavement marking. The work shall consist of the application of all stop bars, directional arrows, crosswalk lines, parking stalls, loading zones, hatching, handicap stalls, etc. , as required by the City for the duration of the contract. The full scope and quantity of work shall be determined by the Director or designate. **All pavement marking applications for this contract will take place off the roadway.**

It is intended that pavement markings on all properties shall be applied once during the year. A second application will be determined by the Director where deemed necessary. The first application shall be at the beginning of the term of the contract. In addition to the general pavement marking, the Contractor shall be required to layout, pre-mark and paint, any such properties as may be constructed, reconstructed and resurfaced during the calendar year in which the contract is in force at the same price as initially bid.

It should be noted that the supply of all paint, reflective glass beads, etc. for use is the sole responsibility of the Contractor. However, this does not in any way lessen the Director's right to reject the use of any material which, in the Director's opinion, is of inferior quality and would in any way contribute to an end product below acceptable standards

2. Material

Paint

The type of paint to be used shall be one of these approved by the Ministry of Transportation of Ontario. Material specifications for Organic Solvent Based Traffic Paint shall be in accordance to OPSS 1712 . Material specifications for Water-Borne Traffic Paint shall be in accordance to OPSS 1716.

Starting September 12, 2012, a partial seasonal use commences, permitting only the use of traffic marking coatings containing 150 g/l of VOCs or less. The full seasonal restriction commences May 1, 2013 through to October 15, 2013 and thereafter annually. Bidders are to identify paint specifications on the Price Schedule in compliance with the Environment Canada - Volatile Organic Compound (VOC) Concentration Limits for Architectural Coatings Regulations. Bidders may be requested to provide proof of materials used by way of testing, invoice receipts or alternate methods as requested by the Contract Administrator.

NOTE: CONTRACTOR IS ELIGIBLE TO SUBMIT A SEPARATE BID FOR EACH TYPE OF PAINT

Beads

The type of beads to be used shall be approved by the Ministry of Transportation and shall be in accordance to OPSS 1750.

3 Application of Paint and Glass Beads (If Necessary)

All pavement markings shall be applied in accordance with the Ontario Traffic Manual (OTM Book 7 and Book 11) unless directed otherwise by the Director or their designate. Application must conform to OPSS 710.

The paint shall be applied at a rate resulting 230 +/- 25 microns dry thickness. Organic Solvent Based Traffic Paint shall be applied when the pavement surface temperature is 5 degrees Celsius and above. Water-Borne Traffic Paint shall be applied when the pavement surface temperature is 10 degrees Celsius and above. The paint temperature shall be between 40 -70 degrees Celsius. **No paint thinners are to be used.**

Rate of Application for Overlay Glass Beads per litre of Traffic Paint.

% volume solids of Traffic Paint	Glass beads Required in kg.
40-56	0.7
57-70	0.8

4. Equipment - Hand or Manual Powered Application Equipment

The unit used to perform this portion of the contract shall meet or exceed the following specifications:

- a) Be portable, fully self contained and stand on a minimum of three (3) tires.
- b) Be capable of producing top quality marking with true edges free from waviness or variations from 76mm to 150mm wide.
- c) Be capable of simultaneous application of “drop-on” reflective glass beads (hand gun excluded).
- d) Have a minimum paint capacity of twenty-three (23) litres and a minimum bead capacity of 22.5 kilograms.
- e) Paint application by means of a **pneumatic system through spray gun** nozzle similar to that on truck mounted equipment.
- f) Have hand gun attachment with a minimum of three (3) metres of hose(s).

5. Personnel

One or two persons may be used when carrying out small machine operation.

The above crew personnel requirement may increase as directed by the Director or his designate

6. Pre-Marking

All labour, materials and equipment necessary for the layout and application of pre-marking in City parking lots shall be supplied by the contractor. Pre-marking shall be from the time work actually commences to the time the work is finished as determined by the Director. Travelling time to and from the work site shall not be considered pre-marking. The pre-marking crew, provided by the contractor shall consist of at least two (2) persons. All members of the crew must wear safety vests at all times and all other appropriate safety equipment and or clothing will be required. All new layout and painting of existing areas shall conform to the latest issue of the Ontario Traffic Manual, Book 11 (Pavement, Hazard and Delineation Markings) and/or as directed by the Director.

7. Other Markings

The majority of markings will be for parking stalls, however other markings may include:

a) **Parking Stalls**

Parking Stalls shall be 6.0 m in length and 3.0 m in width. Any new stalls shall be laid out by the Director and subsequently painted by the Contractor.

b) **Handicap Parking Stalls**

Handicap parking stalls shall be 6.0 m in length and 3.9 m in width. Any new stalls shall be laid out by the Director and subsequently painted by the Contractor. The number and location of handicap parking stalls shall be identified separately from other small machine markings. The stalls shall be painted upon request at various times throughout the contract. The Contractor shall be responsible for painting the stalls in accordance with the latest issue of the Ontario Traffic Manual, Book 11 (Pavement, Hazard and Delineation Markings) and / or the Ontarians with Disabilities Act and / or as directed by the Director.

c) **Crosswalks (Retro-reflective)**

Crosswalks shall consist of two (2) solid white lines 10cm to 20cm wide extending entirely across the pavement spaced in accordance with the Ontario Traffic Manual Book 11. The downstream edge of the crosswalk should be inset at least 60cm from the projected nearside curb line of the cross street.

d) **Stop Bars (Retro-reflective)**

A solid white line 60 cm in width placed transversely extending from the right hand curb or pavement edge to the centerline of the driveway. Where this is no pedestrian crosswalk, the stop bar must be located between 1.25m - 3m upstream of the projected edge of the intersecting road, unless otherwise dictated by sight obstruction.

e) **Crosshatching (Retro-reflective)**

This is to be done where channelizing or delineation is necessary. The lines shall be 30-45 cm in width on a 45 angle to the traffic and spaced at 4.5 metre intervals or as directed by the Director.

f) **Directional Arrows (Retro-reflective)**

These are located at various locations and the size and shape shall be in accordance with Figure 53 in the Ontario Traffic Manual, Book 11 (Pavement, Hazard and Delineation Markings).

g) **Directional Dividing Lines at Stop Bars (Trails) (Retro-reflective)**

These shall be located where line markings has taken place and only in places as directed by the Director. The line shall extend from the outside edge of the stop bar.

8. Paint Removal

All paint removal requirements are to be by **grinding method only**. This shall not adversely affect the surface of the lot to create a safety hazard. No black out paint or other methods are to be used.

Request for Quotation
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Supply of Material and Services
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Parking Lots & City Owned Lands
For a Three Year Period

SECTION 4

SPECIAL PROVISIONS

**SPECIAL PROVISIONS
SECTION 4**

Note: "Director" shall mean "Director of Transportation Services or designate".

1. Schedule of Work

The Contractor shall be prepared to commence work on the beginning of April 2012 or as soon thereafter as the pavement conditions and weather conditions allow. A detailed Pavement Marking Inventory will be prepared by the Director and discussed with the Contractor prior to any work being carried out.

2. Estimated Quantities

The quantities as shown under all items in the Price Schedule are estimates only and may be increased or decreased without invalidating the required contract by the Director. All such work shall be performed under the conditions of the original contract. The Engineer reserves the right to alter these quantities to any degree with no change in the unit prices.

3. Hours of Work

Parking lots and other City owned facilities may be painted during evening hours at the direction and discretion of the Director. The first application must be completed within thirty (30) working days upon commencement. A supervisor from the Traffic & Parking Services Section may be present during pavement marking operations.

4. Cleanup

The contractor will be responsible for the immediate cleaning up of all dirt, debris, excess paint and any other rubbish from his operations. The Contractor shall proceed with such clean up forthwith and when directed by the Director. In case of delay of more than five (5) working days, the Director will have these operations carried out by City forces and deduct all costs incurred from monies due to the contractor.

5. Commencement, Completion and Call Back

Work on this contract is to commence at the beginning of April 2012 or as shortly thereafter as road and weather conditions permit. The Contractor, by submitting a Quotation, hereby agrees to commence work and also to continue working in a continuous operation so as to complete the main program as quickly as possible to the Director's satisfaction and in any event, within a period of thirty (30) working days from the commencement of work.

The Contractor will be expected to commence work on the second application as determined by the Director and will be congruent with the working day definition.

On all "call back work" the City shall advise the Contractor as to when he is to be back on the job, within a minimum of five (5) calendar days notice. The Contractor agrees to be on the job and to commence work on the date given, and also to continue working in a continuous operation so as to complete the job as quickly as possible to the satisfaction of the Director and in any event, within a period of five (5) working days, unless otherwise agreed upon the by Director before the work commences.

In this contract "call back work" shall be defined as all work necessary because of construction, reconstruction, resurfacing or any other item or reason deemed relevant by the Director other than the main portions of the first and second application.

A working day is defined as any day except:

- a) Statutory Holidays.
- b) When the temperature is below 10 degrees Celsius, when there is rainfall or fog or when the pavement is not perfectly dry and free of winter accumulation of gravel, sand, dirt, etc.

IMPORTANT NOTE TO CONTRACTORS - AMENDMENT FORM PREVIOUS YEARS

6. Records

The Contractor **SHALL** keep accurate records of where paint was used and quantities as applied as well as the number of hours that were required for pre-marking on the appropriate form supplied by the City.

By Fax or e-mail to:

Philip Rudachuk

Field Services Supervisor: fax: 905-356-6460 e-mail: prudachuk@niagarafalls.ca

Legible/ type written records of daily work **SHALL** be given to the Field Services Supervisor on a daily basis on the sheets provided by the City and shall include the following information

- a) Hand Machine Application of Paint:
 - number of litres of paint applied (white and yellow listed separately).
 - number of directional arrows painted (left, rights and throughs listed separately), and their corresponding locations.
 - number of litres of paint applied for crosswalks and stop bars, and their corresponding locations.
 - the location and the number of parking stalls painted on a per area basis and the total number of litres of paint applied for parking stalls.
 - the number and location of disabled parking stalls painted
- b) Pre-Marking:
 - number of men in crew.
 - number of hours of pre-marking and the corresponding pre-marking locations.
 - total number of man/hours.
- c) Obliterating Pavement Markings
 - location of work completed
 - number of metres removed

IMPORTANT NOTE TO CONTRACTORS: AMENDMENT FROM PREVIOUS YEARS

The daily records **SHALL** be prepared in triplicate. Two (2) copies shall be supplied to the City and one (1) copy retained by the Contractor. These records **MUST** be signed by both the City's Inspector and the Contractor, otherwise they will not be accepted by the Director.

THESE RECORDS SHALL BE SUBMITTED NO LATER THAN FOUR WORKING DAYS AFTER COMPLETION OF THE DETAILED WORK.

FAILURE TO SUBMIT RECORDS WITHIN FOUR WORKING DAYS WILL NOT BE ACCEPTED.

THE CITY WILL NOT REIMBURSE THE CONTRACTOR FOR WORK COMPLETED AND DETAILED ON LATE RECORDS SUBMISSIONS.

These records will be the ONLY means used to determine the remuneration of which the Contractor is entitled. A sample daily record form is provided. It is the Contractor's responsibility to obtain the forms from the Director of his designate.

Any errors, omissions or work not completed to the Director or his designate will be completed within the call back time frame as listed in the Special Provisions of this RFQ.

7. Signs and Safety Cones

The Contractor shall ensure that all freshly painted lines are suitably marked and identified by the placing of solid fluorescent red cones to protect the freshly laid material from being tracked or smeared by traffic. These cones shall be left in place until the paint is dry and will not track and must be picked up by the contractor within one half hour after the paint is dry.

All traffic cones shall be 45 or 70 centimetres in height, have a solid conical shaped body and be fluorescent red in colour, and must have a 10 cm - 15 cm wide white reflective collar mounted on the upper one-third of the cone taper, 10 cm below the top of the cone. The cones shall be placed at a maximum spacing of 18 metres

8. Inspections and Observations

The contractor shall grant the Director or his designate access to his premises for the purpose of inspection of all facilities, equipment and materials which pertain to pavement marking operations in the City of Niagara Falls. Such inspections and observations shall be at the discretion of the Director or his designate.

9. Character and Conduct of Employees

The contractor shall employ only orderly and competent persons to do the work in accordance with the contract and all laws that govern the contract.

The Director or his designate shall inform the contractor in writing that any person or persons on the work are, in the opinion of the Director or his designate, incompetent or disorderly, such person or persons shall be discharged from the work and shall not again be employed on the work.

10. Measurement of Quantities

The Contractor shall provide a means of accurate measurement of quantity of paint, which the City's Inspector shall use to determine the exact number of litres applied each day. If questions arise as to the quantity of material used, or the amount of hours spent pre-marking the City's inspector shall determine the quantities, and hours to the best of their ability and those quantities shall be the only ones accepted by the Director.

It shall be the Contractor's responsibility to provide the materials and assist in the preparation of a new dip stick for the measurement of paint quantities. The dip stick shall be prepared on the first day of work and in the presence of the City's Inspector. The City shall retain possession of the dip stick for the duration of the contract.

11. Powers of the Director

- a) All work to be done under this Contract shall be done to the satisfaction of the Director who may supervise and direct all work to the extent of ensuring the fulfilment of the contract.
- b) Without limiting the generality of the foregoing, the Director may order the Contractor to:
stop, discontinue or delay any or all of the work if, in his opinion;
 - 1) it is unwise to proceed for any reason, or
 - 2) the work is not being executed in accordance with the Contract
alter the method or sequence of operations, equipment or working forces as directed if, in his opinion, the method, equipment or working forces are:
 - 1) unsafe
 - 2) inadequate to ensure the quality of the work
 - 3) inadequate to insure a rate of progress sufficient to complete the work on time, or
 - 4) likely to interfere with other work
 - 5) adversely affect the environment
- c) The Contractor shall comply with the Director's orders, which may be verbal, in writing or by e-mail. The Contractor shall not be entitled to additional compensation or compensation for loss or damage by reason of complying with any order of the Director made in accordance with this Section.
- d) The Director may at all reasonable times, visit, enter and inspect any buildings, workshops or works of the Contractor.
- e) The Contractor shall at all times at their own expense furnish all reasonable assistance required by the Director in carrying out any inspection.
- f) The Director's failure to object to defective work or equipment shall not be construed as a waiver of any term of the Contract or an acceptance of defective work or equipment. Defective work or equipment must be corrected whenever discovered.

12. Differences of Opinion

- a) If there is any misunderstanding or difference of opinion with respect to the interpretation, application, administration or alleged breach of the Contract

("Matter"), between the Contractor and the City, the Contractor shall submit a written request for a ruling to the Director with respect to the Matter not later than 30 days after the date the Matter arose. The Contractor's request shall identify the Contract term(s) in respect of which the Matter arose, state the grounds for the Contractor's position on the Matter and submit the records which support their position.
- b) The Director shall, within 30 days of receipt of the Contractor's request either:
 - 1) request the Contractor to submit such further and other particulars with respect to the Matter as he requires in which case the Contractor shall submit the required particulars within 30 days of receipt of the Director's request. Following the Director's receipt of the particulars, the Contractor's request, with particulars, shall be dealt with in the same way as a request for a ruling, or
 - 2) notify the Contractor of his decision.
- c) The Contractor, at their discretion, will be entitled to have the decision of the Director reviewed by City Council, at a public hearing, at a time and date to be determined by the City Clerk upon written notice having been given to the City Clerk for such a review.

13. Forfeiture of Contract

At the option of the Director the Contract, or any part thereof, may be terminated on twenty- four (24) hours written notice to the Contractor in the event that the Contractor:

- a) Does not execute the Contract before commencing work;
- b) fails to commence work on the Commencement Date specified in Paragraph 1 of the Special Provisions;
- c) declares their inability to pay their debts as they generally become due;
- d) is adjudged or adjudicated bankrupt or insolvent;
- e) becomes subject to or requests any benefit or exemption relating to any provision or enactment concerning bankruptcy or insolvency;
- f) breaches any term of the Contract;
- g) abandons the work;
- h) gives or offers any gratuity to or attempts to bribe any member of Council, officer or servant of the City;

In the event that the Director terminates all or part of the Contract, he may take whatever steps he considers advisable to secure the completion of the work and any damages or extra expenditures thereby incurred by the City may be collected from outstanding payments due to the Contractor or may be recovered from the Contractor or his surety in any court of competent jurisdiction.

14. Remedies

- a) The rights and remedies of the City as set forth in any provision of the Contract shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or pursuant to the provisions of the Contract.
- b) The exercise of any remedy provided by the Contract does not relieve the Contractor or their sureties from any liability remaining under the Contract.
- c) The Director may take such steps as he considers necessary to remedy any breach of Contract and any damages or expenditures thereby incurred by the City plus a reasonable allowance of overhead.
- d) The failure of either the City or the Contractor to insist upon strict performance of any provisions of the Contract shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provisions on any future occasion.

15. Force Majeure

- a) Delays in or failure of performance by either party under the Contract shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of Government, act of God, fires, floods, explosions, terrorism, riots, war, rebellion, sabotage and atomic or nuclear incidents, but lack of finances, strikes or other concerted acts by workers, delay or failure arising out of the nature of work to be done, or from the normal action of the elements or from any normal difficulties which may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be cause beyond a party's control. Normal difficulties include but are not limited to those related to quality of equipment or delay in delivery or equipment.
- b) In the event that performance of this Contract in the reasonable opinion of either party is made impossible by force majeure, then either party shall notify the other in writing and the City shall either (a) terminate this contract forthwith and without any further payments being made, or (b) authorize the Contractor to continue the performance of the Contract with such adjustments as required by the existence of the force majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that this Contract shall be terminated.

16. Errors by Contractor

Changes, errors or poor workmanship in pavement marking made by the contractor, his workmen or employees, either through carelessness or otherwise must be removed and corrected by the contractor at his expense, within one (1) day of the error being made, or of the contractor being advised of the error by the Director. The contractor shall have the markings removed by grinding.

17. Quality of Workmanship

Workmanship shall be in every respect in accordance with the best modern practice. Whenever the General Provisions and Special Provisions, or directions of the Director admit a reasonable doubt about what is permissible, and when they fail to state quality of any work, the interpretation which requires the best quality of work is to be followed.

The Director or his designate reserves the right as sole judge as to acceptable quality of work, should the contractor or his representative cause or have to be caused any work deemed by the Director or his designate unacceptable no matter the reason, it shall be the contractors responsibility to correct the condition to the Director's satisfaction. Such corrections shall be at the contractors expense.

18. Supervisory Personnel

The Contractor shall supply supervisory staff to ensure that all work is carried out in accordance with the specifications and provisions of this RFQ. The supervisor must be present at all times during the operation. Failure to have a supervisor present will result in immediate termination of the work being carried out. The contractor shall be held responsible for all delays, costs and other liabilities which may result from termination of work due to the lack of supervisory personnel on site.

19. Training/Safety

- a) The Contractor is responsible for ensuring that all crew personnel have received training on the requirements of the Occupational Health and Safety Act, and information contained within the Ontario Traffic Manual Book 11 (Pavement, Hazard and Delineation Markings).
- b) The Contractor shall develop in writing and implement a traffic protection plan, in accordance with the Occupational Health and Safety Act, for the crew personnel at a site if any of them may be exposed to a hazard from vehicular traffic. The traffic protection plan shall specify the vehicular traffic hazards and the measures to be used to protect workers, and must be kept on-site and made available to an inspector on request.
- c) All crew personnel shall wear protective clothing as mandated by the Occupational Health and Safety Act.

20. Notice

- a) Any notice required under this Contract shall be in writing and it shall be sufficient compliance with such requirement go deliver such notice by mail or by hand in accordance with this Section.
- b) Where notice is delivered by mail, it shall be sent by prepaid ordinary mail to:
The City at:
The Corporation of the City of Niagara Falls
4310 Queen Street
Niagara Falls, Ontario L2E 6X5
Attention: Marzenna Carrick

The Contractor at:
the address specified in this RFQ

- c) Either party may, by notice as aforesaid, designate a different address for service. Any notice mailed as aforesaid shall be deemed to have been received on the fifth day following the mailing thereof.
- d) Where notice is hand-delivered it shall be sufficient to hand-deliver it to one of the following individuals:
 - 1) for the City:
the Director of Transportation Services
 - 2) for the Contractor:
any employee at or above the level of foreman or dispatcher.
- e) Any notice hand-delivered as aforesaid shall be deemed to have been received at the time of delivery.

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SECTION 5

Locations and Approximate
Application in Litres

City of Niagara Falls
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Parking Lots & City Owned Lands - For a Three Year Period

Location of Parking Lots and City Owned Lands and Approximate Application of Litres

Page 1

Approximate Annual Usage

Lot ID	Location	# of Spaces	Approximate Litres based on previous applications
Lot 1	Park and Zimmerman	gravel	
Lot 2 A & B	Erie and Park	68	32
Lot 3	Park	53	33
Lot 4	Ellen	66	31
Lot 5	Palmer and College	6	8
Lot 7	Huron and Ontario	25	23
Lot 8	Huron	37	28
Lot 9	Huron and St. Lawrence	34	23
Lot 10 A & B	Park and St. Clair	119	49
Lot 11	Chippawa Library	9	9
Lot 12	Sylvia Place	142	77
Lot 13	Main and Ferry	46	45
Lot 14	Ferry	32	16
Lot 15	McGrail and Spring	24	15
Lot 18	Kitchener and Victoria	131	83
Lot 19	Erie and City Hall	46	65
Lot 20	Palmer and Bender	31	26
Fire Services	Heli Pad		158
Fire Services	McLeod Fire Station		16
Fire Services	Morrison Administration Bldg and Fire Station		84
“King Eddy”	Zimmerman and Queen		41

Continued on next page.....

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Parking Lots & City Owned Lands - For a Three Year Period

Location of Parking Lots and City Owned Lands and Approximate Application of Litres

Page 2

Approximate Annual Usage

Lot ID	Location	# of Spaces	Approximate Litres based on previous applications
Coronation Centre	Main and Lowell	50	31
Service Centre	Stanley		93
MacBain Community Centre	Montrose and McLeod	415	165
Core Building	Victoria and Armoury	15	13
Niagara Falls History Museum	Ferry and Sylvia Place		12
Boys & Girls	McLeod Road	TBD	35
Oaks Park	Morrison and Stanley	212	21
Library	Victoria and Morrison		63
L. L Cemetery	Lundy's Lane and Montrose		11
Fairview Cemetery	Stanley and Morrison		50

IMPORTANT NOTE:

The figures stated in the above chart (2 pages) are estimates based upon historical data for a **years** average and may increase or decrease based upon the needs of the City and based upon the number of applications required per area or lot or with the addition of new lots as required.

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SECTION 6

SAMPLE
STANDARD FORM OF CONTRACT AGREEMENT

1. The Contractor covenants and agrees with the Corporation to execute and perform the whole of the work and furnish all the labour tools appliances transportation and materials for the _____, in the City of Niagara Falls together with all other works and appurtenances as specified in the contract documents and tender with due expedition and in a thoroughly workmanlike manner in strict accordance with the provisions of this agreement and the said contract documents and tender and thereafter to maintain the work for a period of one year after the date of completion of the contract in accordance with _____ and that in the execution and performance of the said work the Contractor will carry out, perform, observe, fulfill and abide by all the covenants, agreements, stipulations, provisos and conditions mentioned and contained in the said contract documents and tender to be carried out, performed, observed and fulfilled by the Contractor to the same extent and as fully as if each of them was set out and specifically repeated in this agreement.

2. The Contractor further covenants and agrees with the Corporation as follows:

(a) The said contract documents and tender are intended to cover and provide for first class completed work in all respects and everything necessary to carry out this intent and which may reasonably be implied from the said contract documents and tender shall be done by the Contractor although not particularly referred to therein;

(b) To commence work within _____

(c) That the Contractor has examined the site of the work and has satisfied self as to the working conditions, the nature and kind of work to be done the special risks associated therewith and as to any and all matters which may be necessary in order to form a proper conception of the conditions under which the work will require to be performed;

(d) To provide a performance bond for the full and due performance of the work provided for herein at the unit prices as specified and for the maintenance of the said work for a period of one year after acceptance thereof, payable to the Corporation for of the tender price; **(Not Applicable for this RFQ)**

(e) To provide a labour and material payment bond for of the tender price on all labour and material purchased by the Contractor and used in the performance of the work; **(Not Applicable for this RFQ)**

(f) To deliver to the Corporation on or before the execution of this agreement the policies of insurance in accordance with the following provisions in the contract documents:

(g) To provide evidence that all the Contractor's employees are covered by the provisions of the Workers Compensation Act and to pay all assessments in respect thereof;

(h) To indemnify and keep indemnified and save harmless the Corporation and each of its officers, servants and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the Corporation, its officers, servants and agents and from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Corporation, its officers, servants and agents by reason of or on account or in consequence of the execution and performance of the said work or of the non execution or imperfect execution thereof or of the supply or non supply of plant or material therefore;

(i) To pay to the Corporation, and to such officer, servant, or agent thereof on demand, any loss, costs, damages or expenses which may be paid sustained or incurred by the Corporation or any of its officers servants or agents in consequence of any such action, suit, claim, lien, execution or demand, and any moneys paid or payable by the Corporation or any of its officers, servants, or agents in settlement or in discharge thereof, or on account thereof, and that in default of such payment all such loss, costs, damages and expenses, and any moneys so paid or payable by

the Corporation, its officers, servants or agents, and also any moneys payable by the Contractor under any of the terms and conditions of this contract may be deducted from any moneys of the Contractor then remaining in the possession of the Corporation on account of this or any other contract or may be recovered from the Contractor or the Surety or Sureties named in the said Bonds in any court of competent jurisdiction as moneys paid at their request;

(j) And the Contractor hereby authorizes and empowers the Corporation or its Solicitor for the time being, to defend settle or compromise any of such actions, suits, claims, liens, executions or demands as the Corporation or its said Solicitor may deem expedient, and also hereby agrees to ratify and confirm all the acts of the Corporation or its Solicitor in that behalf, and to pay to the Corporation on demand all reasonable costs of defending, settling, or compromising any such actions suits claims liens executions or demands as the Corporation may deem it expedient to defend, settle, or compromise and that in default of such payment the same may be deducted from any moneys payable by the Corporation to the Contractor on any account whatever. Provided however, that the Contractor may at the expense of the Contractor take charge of and conduct the defence in the name of the Corporation to any such action, claim or suit.

3. The Corporation covenants and agrees with the Contractor to make payments for the due and proper execution of the work at the times and in the manner, but subject to the holdbacks deductions and liquidated damages, specified in the following provisions of the contract document:

4. It is mutually understood and agreed between the parties hereto as follows;

(a) That the documents and papers set forth below shall form part of this agreement, namely:

all of the above herein referred to as the contract documents and

Tender/ Bid Form of the Contractor dated

(b) That the work as hereinbefore set forth shall be performed and completed to the satisfaction of the Engineer for the Corporation;

(c) That this agreement shall extend to and be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of the Contractor and the successors and assigns of the Corporation; and

(d) That the word "Contractor" wherever used in this agreement and the documents listed in clause (a) hereof, shall, where the context or the party or parties hereto so require, be construed as if the plural had been used and the rest of the sentence shall be construed as if all other changes thereby rendered necessary had been made.

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SECTION 7

APPENDICES

- Appendix A - Certificate of Insurance
- Appendix B - Contractor Safety Program
- Appendix C - Sample Field Sheet - Parking Lots
- Appendix D - Sample Field Sheet - Pre-Marking
- Appendix E - Sample Field Sheet - Grinding

**SECTION 7 - APPENDIX A
STANDARD CERTIFICATE OF INSURANCE**

This form must be completed and signed by your insurer or insurance broker.

Note:

1. Proof of insurance will be accepted on this form only (with no amendments).
2. Insurance company must be licensed to operate in Canada.

This is to certify that the Insured, named below, is insured as described below.

Insured: Name & Address:	Telephone Number: ()
	Fax Number: ()
Location and nature of operation or contract to which this Certificate applies:	

Type of Insurance	Company & Policy #	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
Section 1 - Primary Comprehensive General Liability (Occurrence Basis)				Bodily Injury & Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible
Section 2 Automobile Liability				Bodily Injury & Property Damage \$ _____ Inclusive
Section 3 Excess / Umbrella				\$ _____ Inclusive
Section 4 Additional Insureds as required by contract: 1. The Corporation of the City of Niagara Falls 2. Other: _____				

PROVISIONS / AMENDMENTS / ENDORSEMENTS:

- A. Comprehensive General Liability Insurance (and Excess, if any) is extended to include the following coverage: Cross Liability and Severability of Interest Clause, Premises and Operations Liability, Blanket Contractual Liability, Products / Completed Operations, Personal Injury, and Non-Owned Automobile Liability.
- B. With respect to the Comprehensive General Liability Insurance (and Excess, if any), THE CORPORATION OF THE CITY OF NIAGARA FALLS, its officers and/or officials, employees and volunteers (and "other" entities as outlined in Section 4 above) have been added as Additional Insureds but only with respect to liability arising out of the operations of the Named Insured.
- C. The Comprehensive General Liability Insurance (and Excess, if any) Policy(ies) identified above shall protect each Insured in the same manner and to the same extent as though a separate policy has been issued to each, but shall not increase the Limits of Liability as identified about beyond the amount or amounts for which the company would be liable if there had been only one Insured. Any failure to comply with any provision of the insurance policy by the Named Insured shall not affect coverage provided to The Corporation of the City of Niagara Falls.
- D. The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to THE CORPORATION OF THE CITY OF NIAGARA FALLS.
- E. If cancelled or changed to reduce the coverage as outlined on this Certificate, during the period of coverage as stated herein, thirty (30) days (ten (10) days if cancellation is due to non-payment of premium) prior written notice by registered mail will be given by the Insurer(s) to:

**THE CORPORATION OF THE CITY OF NIAGARA FALLS - LEGAL DEPARTMENT
4310 QUEEN STREET, P.O. BOX 1023
NIAGARA FALLS, ONTARIO L2E 6X5**

This certificate is executed and issued to the aforesaid Corporation of the City of Niagara Falls, the day and date herein written below.

Name of insurance company or broker (completing form):	Telephone number: ()
Address:	Fax number: ()
Name of authorized representative or official (please print):	Signature of authorized representative or official:
Date (year, month, day):	


PROOF OF LIABILITY INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY (WITH NO AMENDMENTS)

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SECTION 7
Appendix B

Contractors Safety Program

HUMAN RESOURCES DEPARTMENT

	SUBJECT	Contractor Safety	Policy # 400.38 (a)
CORPORATE POLICY	ISSUE DATE	May, 2009	Revision Date: October, 2010

1. PURPOSE

The Corporation of the City of Niagara Falls will endeavour to work with all contractors and self-employed contractors to ensure the health and safety of City staff, contractors/contractor staff as well as members of the public. A Contractor Safety Program will be established to carry out these requirements.

The intention of this policy is to ensure contractors contracted by the City of Niagara Falls are responsible for taking all necessary steps to protect persons, including workers, visitors, the general public, and property from any harm during the course of the contract. In addition, all work procedures and equipment will be in accordance with the City of Niagara Falls standards, and legislated standards / guidelines.

It is the policy of the Corporation of the City of Niagara Falls to require that the provisions of the *Occupational Health & Safety Act (Act)* and applicable Regulations are complied with:

- a) where the Corporation of the City of Niagara Falls contracts the performance of work or services (non construction); and
- b) where the Corporation contracts a “constructor” (as defined in Section 1 of the Act) to undertake a project (construction).

The purpose of these requirements is to ensure that all reasonable precautions are taken:

- a) for the protection of workers; and
- b) so that the Corporation of the City of Niagara Falls is duly diligent in their duties and responsibilities under the Act.

2. APPLICATION

This policy and program applies to all work and services contracted by the City of Niagara Falls, as defined in *Section 4* of this policy.

Contractor Safety Program:

This program is divided into the following sections

- a) Definitions
- b) Legislative References
- c) Duties of the Employer
- d) Responsibilities
- e) Types of Contractors
- f) Contractor Safety Program Requirements

Stage 1 - Contractor Checklist

Stage 2 - Pre-commencement Meeting

Stage 3 - Performance Monitoring

Stage 4 - Post Contract Performance Evaluation


Additional Forms:

Appendix A - Contractor Checklist

Appendix B - Pre-commencement Checklist

Appendix C - Post Contract Performance Evaluation

HUMAN RESOURCES DEPARTMENT

	SUBJECT	Contractor Safety	Policy # 400.38 (a)
CORPORATE POLICY	ISSUE DATE	May, 2009	Revision Date: October, 2010

3. DEFINITIONS

Definitions - in the Occupational Health and Safety Act and Regulations

Competent Person means a person who,

- a) is qualified because of knowledge, training and experience to organize the work and its performance,
- b) is familiar with this Act and the regulations that apply to the work, and
- c) has knowledge of any potential or actual danger to health or safety in the workplace;

Construction includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project but does not include any work or undertaking underground in a mine.

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

Designated Substance means a biological, chemical, or physical agent or combination thereof prescribed as a designated substance to which the exposure of a worker is prohibited, regulated, restricted, limited or controlled

Employer means a person who employs one or more workers or contracts for the services of one or more workers and includes a contractor or subcontractor who performs work or supplies services and a contractor or subcontractor who undertakes with an owner, constructor, contractor or subcontractor to perform work or supply services.


Owner includes a trustee, receiver, mortgagee in possession, tenant, lessee, or occupier of any lands or premises used or to be used as a workplace, and a person who acts for or on behalf of an owner as an agent or delegate

Prescribed means prescribed by regulation made under the Act

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

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

HUMAN RESOURCES DEPARTMENT

	SUBJECT	Contractor Safety	Policy # 400.38 (a)
CORPORATE POLICY	ISSUE DATE	May, 2009	Revision Date: October, 2010

4. LEGISLATIVE REFERENCE

- Occupational Health and Safety Act (OHSA) & various Regulations, RSO 1990
- Industrial Establishment Regulations, Reg. 851, R.R.O. 1990
- Construction Projects Regulations, Reg. 213/91
- Asbestos on Construction Projects & in Buildings & Repair Operations, Reg. 278/05

5. DUTIES AND RESPONSIBILITIES

Where the City of Niagara Falls contracts the services of one or more workers, including a contractor or sub-contractor who performs work or supplies services where the contractor is not deemed the constructor, the City of Niagara Falls is considered the employer under the Act and assumes all of the duties outlined under Sections 25 and 26 of the Act.

The employer will review and evaluate the Contractor Safety Program annually in consultation with the Joint Health and Safety Committee (JHSC) and Corporate Health Services.

Director (or Delegate)

- Is responsible to ensure that the requirements of this policy and program are carried out with respect to contracted work performed under their authority or control (this may include work completed under their direction for site/location outside their department).

Manager/Supervisor


- Shall ensure that any contracted work performed under their authority or control conforms with the requirements of this policy and program.
- Shall ensure that contract personnel (non construction) are aware of the requirements of the policy/program. And, that a pre-commencement meeting and checklist is completed prior to commencing work, as outlined in Stage 2 of the Contractor Safety Program.
- Shall report any performance issues and concerns as outlined in Stage 3 of this policy to their Director and Corporate Health Services.
- Shall monitor contractor performance and use the forms provided in the Contractor Safety Program to keep a record, as outlined in Stage 3 and 4 of the program.

Contractors

- Shall enforce and comply with the requirements of this policy/program; and ensure that their workers are aware of this policy/program, and comply with the various requirements.

Supply & Services

HUMAN RESOURCES DEPARTMENT

 Niagara Falls <small>CANADA</small>	SUBJECT	Contractor Safety	Policy # 400.38 (a)
CORPORATE POLICY	ISSUE DATE	May, 2009	Revision Date: October, 2010

- Provide a copy of the Contractor Checklist (Appendix A) to the successful bidder, as outlined in Stage 1 of the Contractor Safety Program.
- Keep copies of completed forms pertaining to the Contractor Safety Program in the contractor's file for future reference.

Human Resources

- The Health & Safety Administrative Staff shall be a resource to each Division as well as to Managers & Supervisors with regards to all elements of the Contractor Safety Program.

6. VARIOUS TYPES OF CONTRACTORS

The types of contractors employed by the City of Niagara Falls can be classified into two groups:

6.1 Maintenance & Service Work

- a) Includes services provided under contract such as snow removal services, electricians, custodial services, security, heating, ventilation and air conditioning specialists, elevated tanks, signal repairs, patch-work, landscaping, land surveying, environmental assessments requiring drilling/excavation etc., inspections, hired equipment list and others, as determined by each Division and Supply & Services, and are usually employed for set periods of time, as determined by terms and conditions of the agreement; and
- b) Services provided on an “ad hoc” basis, such as plumbers, appliance repair persons, water main breaks, or general handy - persons, who are employed periodically for short term assignments.

6.2 Construction Project(s)

- a) Includes Project General Contractors, such as construction companies, where they are employed to carry out a project, and where the final completion of the project is determined by the Divisional Representative. Examples include construction of a building, installation of elevator or replacement of boilers and other major mechanical equipment.


7. CONTRACTOR SAFETY PROGRAM REQUIREMENTS

The City of Niagara Falls Contractor Safety Program is comprised of four (4) stages which include the following:

Stage 1 - Contractor Checklist

A Contractor Checklist, (APPENDIX A, *As Amended from Time to Time*) will be supplied to the successful bidder. The checklist is to be completed by the successful contractor prior to any work commencing. The contractor checklist will help determine if a contractor is likely to perform the work in accordance with Occupational Health & Safety requirements.

HUMAN RESOURCES DEPARTMENT

 Niagara Falls <small>CANADA</small>	SUBJECT	Contractor Safety	Policy # 400.38 (a)
CORPORATE POLICY	ISSUE DATE	May, 2009	Revision Date: October, 2010

NOTE: The City of Niagara Falls may conduct an investigation into the Occupational Health & Safety performance and practices of a contractor in order to confirm that the contractor has complied with the program requirements. Non compliance can result in immediate termination of the contract.

Stage 2 - Pre-commencement Meeting

After a contract has been awarded, but prior to the job commencing, the Pre-commencement Checklist (APPENDIX B, *As Amended from Time to Time*) will be reviewed and completed by the applicable Division Representative with the successful contractor. In addition, it is recommended that Corporate Health and Safety staff assist in this process.

Stage 3 - Performance Monitoring

Under the Occupational Health & Safety Act, liability can be directed to the employer for contractor safety infractions, especially in the case of critical injuries and fatalities. During the contract, the Divisional Representative responsible for overseeing contract performance will monitor the contractor's performance on a regular basis, documenting any issues or concerns. If any issues or concerns arise, the contractor will be notified both verbally and written.

The City of Niagara Falls retains the right to stop the contractor's work without penalty to the Corporation of the City of Niagara Falls if the contractor does not comply with the Occupational Health and Safety Act, the Regulations, all applicable Corporate Policies and Industry standards/guidelines, or creates an unacceptable health and safety hazard. And the retention of this right shall be reflected in all construction, maintenance and servicing contracts.

Stage 4 - Post Contract Performance Evaluation

The Post Contract Performance Evaluation form (APPENDIX C, *As Amended from Time to Time*) is to be filled out, signed and retained in the bid file in either Purchasing (Supply & Services) and a copy sent to the Health Services Specialist. As a result of documented “poor performance”, the contractor may be disqualified from bidding on future work for the Corporation of the City of Niagara Falls.

NOTE

The Corporation of the City of Niagara Falls reserves the right to the following:

- a) disqualify a contractor based on past performance; and
- b) obtain documentation to demonstrate that the contractor complies with the program requirements.
- c) and the retention of this right shall be reflected in all construction, maintenance and servicing contracts.



APPENDIX A

CONTRACTOR SAFETY PROGRAM CHECKLIST

Contractor Name: _____

Contractor Representative: _____

Tender Bid Number #: _____

Number of Staff (Full/Part time): _____

Section A. WSIB & INSURANCE LIABILITY CERTIFICATE	Yes	No	Number
i) Proof of WSIB Clearance Certificate			
ii) Proof of Liability Insurance Coverage (<i>min \$5,000,000.00</i>)			
iii) If contract job lasts more than 2 months, you will be required to provide WSIB clearance every 2 months (60 days).			
Section B. INCIDENT STATISTICS / REPORTING	Yes	No	Number
i) Do you maintain files on incident reports?			
ii) How many incidents has your company had in last 2 years?			
iii) Has your company experienced critical incidents or fatalities in the last 5 years? If so, how many?			
Section C. HEALTH & SAFETY POLICY & PROGRAM	Yes	No	N/A
i) Does your company have a Health & Safety Policy?			
ii) Does your company have a program in place to implement this policy?			
iii) Do you have a Joint Health & Safety Committee? This is a legislated requirement if you have 20 or more staff.			
iv) Do you coordinate safety meetings? If so, how often?			

For Section C, please mark each training program conducted by your company, and written policy / procedure that is applicable to the work/services to be performed. For work over \$20,000.00, please enclose a copy.

C. TRAINING POLICY / PROGRAMS *Check if applicable to work/service to be performed*	Training				Written Procedure	
	Yes	No	N/A	Frequency	Yes	No
WHMIS – Generic (Legislation Overview)						
WHMIS – Specific Chemical Review						
Designated & Hazardous Substances (List): - - -						
Respiratory Protection						

Workplace Inspections						
Accident Reporting						
Transportation of Dangerous Goods						
Confined Space Entry						
Traffic Control						
Fire Protection						
First Aid						
Emergency Procedures						
Trenching / Shoring / Excavation						
Lockout / Tag out						
Machine Guarding						
Forklift						
Chainsaw						
Electrical Safety						
Ladder Safety						
Crane / Rigging Safety						
Rescue / Retrieval						
Lifting Techniques (Manual/Mechanical)						
Welding or Cutting						
Demolition						
Fall Protection						
Elevated Work Platforms						
Scaffolding						
Roofing						
Personal Protective Equipment - Eye - Hearing - Footwear - Head Protection						
Other (please list):						

For Section D, please check the Personal Protective Equipment you will be providing for the work to be completed.

D. PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS	Yes	No	N/A
Hard Hats and or Other Head Protection			
Safety Glasses/Goggles/, Face Protection/Shield			
Hearing Protection			
Safety Boots			
Gloves			
Safety Harnesses / Fall Arrest Equipment (Full Body)			
Personal Floatation Devices / Life Jackets			

Traffic Vests			
Respiratory Protection (specify type):			
Protective Clothing (gowns, masks, TYVEX suits)			
Other (please list):			

For Section E, please ensure this part meets the basic WHMIS requirements.

Section E. HAZARDOUS SUBSTANCES	Yes	No	N/A
i) Please enclose a copy of all materials safety data sheets (MSDS's) for chemical products to be used on site.			
ii) Please enclose a list of all designated substances to be used on site (As defined by the Occupational Health & Safety Act, lead, mercury, asbestos, silica etc.)			
iii) Are all products appropriately labeled ?			
iv) Do you conduct annual reviews and training on WHMIS ?			
v) Are your chemicals stored in adequate containers for use on this site?			

Section F. ORIENTATION	Yes	No	N/A
i) Do you provide any health and safety orientations for new employees ?			

Section G. EQUIPMENT	Yes	No	N/A
i) Please enclose a list of all equipment to be used on site, excluding non-powered hand tools.			
ii) Do you conduct pre-start inspections of large motorized equipment?			
B) Do you maintain records of these inspections?			
iii) Do you conduct monthly inspections of large motorized equipment?			
B) Do you maintain records of these inspections?			

Section H. CERTIFICATION / LICENSING			
Please indicate each category of certification or licensing required to perform the work. List others not included.	Yes	No	N/A
Trades Qualification (Trades Qualification Act of Ontario)			
Extermination License			
Hazardous Waste & Designated Substances (ie. Asbestos)			
Professional license			
Welding			
Electrical			
Plumber			
Fork Lift & Other Lift Devices			

Chainsaw			
Air Brake "Z" Endorsement			
A specific Class of Drivers License (such as AZ, DZ, F, G, etc)			
Other (list):			

Section I. SUB-CONTRACT WORK Please indicate if any of the work will be sub-contracted for projects not undertaken as a constructor (defined by the Act).			
	Yes	No	N/A
i) Do you plan to sub-contract any work			
ii) It is required that sub-contractor(s) complete this Contractor Checklist. Is a copy of this checklist enclosed for sub contractor(s)?			
iii) List the work to be subcontracted:			

The undersigned hereby acknowledges and represents the information set out in the above is accurate and valid.

FIRST NAME: _____

LAST NAME: _____

POSITION: _____

COMPANY: _____

SIGNATURE: _____

DATE: _____

Appendix B: Pre-Commencement Checklist

	Yes	No	N/A
1) Contractor Checklist reviewed has been reviewed? Clarify any information or request further documentation.			
2) Orientation of hazards (physical, chemical, biological, etc) at the work site(s). Review City of Niagara Falls Corporate Safety Policies (applicable to work being performed). Copies may be provided.			
3) Reinforce Contractor staff are not allowed to use or operate City's equipment, devices, machines, vehicles, tools (powered or non powered), etc to carry out work, unless noted in the specific contractual agreement.			
4) Documentation and/or MSDSs pertaining to hazardous substances and WHMIS products have been enclosed and reviewed.			
5) Contractor advised of Emergency Procedures, if applicable.			
6) Review with contractors applicable security protocols for the work site.			
7) List of contractor staff who will be onsite to supervise the work has been provided?			
8) Review Guidelines of Post Performance Evaluation (Appendix C) with contractor. Contractor may be ordered off the City site and/or to stop work for safety infractions, or not following City Corporate Policies.			
9) Contractors will remove all chemicals & hazardous products from the work site location at the end of project/contract.			
10) Contractors may be required to sign in/out as a visitor at certain work locations. Advise if required.			
11) City work site Supervisory staff reserve the right to inspect the work location/job site and document their findings for future audit purposes.			
12) Serious incidents involving contractors must be investigated jointly by the contractor, site supervisory staff, and a representative from Corporate Health and Safety.			
13) Any equipment, device or activity that may generate a hazardous atmosphere (i.e. fire, toxic, nuisance dust or odors) or physical hazard (i.e. noise, heat, vibration, radiation) will not be carried out on, near or within the confine of any City building without the appropriate control measures and safeguards in place. Further, authorization will be required from appropriate City staff.			
14) The job site and work area will be kept clean and free of trip/slip and fall hazards. Warning and barricades must be in place when work will create a hazard for employees or the public.			
15) Sub-contractors performing work have also participated in the pre-commencement meeting and checklist?			

PRE-COMMENCEMENT CHECKLIST

Comments/Notes regarding meeting:

Appendix C: Post Performance Evaluation

EVALUATION CRITERIA	EXCEPTIONAL	SATISFACTORY	UNACCEPTABLE
1 a) Did the work get done on time? _____ b) If not, were reasons avoidable _____ unavoidable _____			
2) Adherence to the specifications of the tender document.			
3) Rate quality of work completed.			
4) Compliance with Health & Safety & Environmental standards.			
5) Overall customer service.			
6) Were specific issues addressed in a timely & acceptable manner?			
DESCRIPTION	NUMBER OF OCCURRENCES		
Total number of accidents:			
Total number of critical injuries reported to Ministry of Labour:			
Property damage incidents:			
Ministry of Labour orders, if applicable:			

ADMINISTRATIVE:

Performance Record and Evaluation data on this form has been completed by:

Department Representative:

Name: _____ Title: _____

Signature: _____ Date: _____

Additional Comments:

Sample of field Sheet - Parking Lots & City Owned Lands Pavement Marking



Field Sheet
Municipal Parking Lots or Property

Date: _____ Weather: _____

Date	Time Start	Time end	Lot Name	No. of Stalls	Directional Markings (?)	Paint		Quantity	Init.
						White	Yellow		

Job Supervisor on Duty 1. _____

2. _____

Operator (s) 1. _____ 2. _____ 3. _____

Date Submitted to Field Services Supervisor _____

By Fax or e-mail to:

Philip Rudachuk
Field Services Supervisor: fax: 905-356-6460 e-mail: prudachuk@niagarafalls.ca

Legible/ type written records of daily work **SHALL** be given to the Field Services Supervisor on a daily basis or remittance will be forfeit

Sample of field Sheet - Parking Lots & City Owned Lands Grinding



Field Sheet - Grinding
Municipal Parking Lots or Property

Date: _____ Weather: _____

Date	Time Start	Time end	Lot Name	No. of Stalls	Directional Markings (?)				Init

Job Supervisor on Duty 1. _____

2. _____

Operator (s) 1. _____ 2. _____ 3. _____

Date Submitted to Field Services Supervisor _____

By Fax or e-mail to:

Philip Rudachuk
Field Services Supervisor: fax: 905-356-6460 e-mail: prudachuk@niagarafalls.ca

Legible/ type written records of daily work **SHALL** be given to the Field Services Supervisor on a daily basis or remittance will be forfeit

FROM:

This Label Must be attached to the Bidders Envelope

RFQ16-2012

Supply of Material and Services for Pavement Markings

Parking Lots and City Owned Lands - For a Three Year Period

CLOSING: March 2, 2012 - 2:00 p.m. local time

Quotation Submission

DELIVER UNOPENED TO:

The City of Niagara Falls
Municipal Service Centre

Front Reception

3200 Stanley Avenue

Niagara Falls, Ontario

L2E 6S4

ATTENTION: SUPPLY & SERVICES