



DEVELOPMENTAL  
SUPPORT SERVICES

## REQUEST FOR QUOTE:

### SNOW REMOVAL AND SHOVELING

*1 Year Contract: Winter 2024-Spring 2025*

*(Option to Renew for 1 Further Term)*

**Waubushene, Ontario**

**Tender No.: CLH-003-2024**

#### SCHEDULE OF EVENTS:

Release of Tender:	Monday October 21, 2024
Closing Date:	Thursday October 28, 2024
Closing Time:	4:00pm

#### SUBMISSION

One (1) complete proposal is to be submitted. The proposal document must have an original signature.

Alterations of the original document will not be permitted under any circumstances.

CLHDSS shall reject any bid that is not received by the closing time indicated above.

Bids will be received by email as indicated on the proposal document.

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Signature of Authorized Official

CLH Developmental Support Services

Support, Include, Empower  
339 Olive Street, Midland, ON L4R 2R4  
P: (705) 526-4253 \* F: (705) 417-1786  
[www.clhmidland.on.ca](http://www.clhmidland.on.ca)

## 1. INTRODUCTION

CLH Developmental Support Services is requesting quotes for shoveling and snow removal at the below listed locations.

### SCOPE OF WORK

#### 311 Brown Line, Waubaushene

- Plow or blow driveway, plus salting
- Shovel path to and clear front ramp and front entrance and salt.
- Blow or shovel path on the right side of driveway leading to basement entrance, plus salting.
- Shovel path to and clear ramp on left and salt.
- Shovel and clear back deck and entrance as well as path to and ramp of the deck.

#### 205 Cherry Street, Waubaushene

- Plow or blow driveway, plus salting.
- Clear path to front entrance, clear entrance, including steps and ramp plus salt.
- Clear a path to back deck and clear deck and back entrances, upper and lower.
- Shovel path to and clear steps and landing on left side of house and salt.

### LIABILITY FOR ERRORS

CLH Developmental Support Services has used considerable effort to ensure that information presented herein reflects, with reasonable accuracy, the nature of the goods and / or services requested and its factual components. The information is supplied as a guideline for bidders and may not be completely accurate, comprehensive, or exhaustive. CLH Developmental Support Services does not make any representation, warranty, or guarantee as to the accuracy of the information contained herein. It is the bidders' responsibility to avail themselves of all necessary information to prepare a bid in response to this tender. If bidders have any questions or issues they feel need to be addressed, contact the Tender Coordinator in writing by email (see section "Tender Coordinator").

### MANDATORY REQUIREMENTS FOR COMPLIANCE

- Provide detailed quote breaking out all costs, by location, and returned on or before the listed deadline to the Tender Coordinator.
- Itemized Terms of Payment indicated on quote/s
- Proof of \$2,000,000.00 liability insurance
- Proof of WSIB coverage
- Appendix A completed and returned.
- Appendix B completed and returned (only complete if you are a new contractor to CLH DSS)

#### ***Upon awarding of the contract, the bidder must agree to the signing of:***

- CLH DSS's Snow Removal Contract, A Summary of Conflict-of-Interest Directive, Declaration of Confidentiality and Contractor Safety Rules and Requirements

## **FORCE MAJEURE**

Force Majeure are causes beyond the party's control, which are not avoidable by the exercise of reasonable foresight.

Neither party shall be responsible for any delay or failure to perform its obligations under this agreement by reason of Force Majeure. If either party is unable to perform any of its obligations in this contract by reason of Force Majeure, including fire or other casualty, strike, order of a public authority, Act of God, or other cause beyond the reasonable control of such party, then such party shall be excused from such performance of the contract for the duration of such cause.

In the event such inability to perform shall continue longer than thirty (30) calendar days, either party may terminate this agreement without further liability by giving written notice to the other party.

## **LIMITATIONS OF DAMAGES**

THE RESPONDENT, BY SUBMITTING A BID, AGREES THAT THEY WILL NOT CLAIM DAMAGES OR COSTS IN PREPARING THEIR BID FOR MATTERS RELATING TO THE AGREEMENT OR IN RESPECT OF THE COMPETITIVE PROCESS, AND THE RESPONDENT, BY SUBMITTING A BID, WAIVES ANY CLAIM FOR LOSS OF PROFITS IF NO AGREEMENT IS MADE WITH THE RESPONDENT.

## **ADDENDUM**

- CLH Developmental Support Services, without liability, cost, or penalty, may at any time prior to the closing time alter any details in this tender, or cancel this tender.
- Any Questions & Answers will be communicated by email to all bidders.

## **TENDER COORDINATOR**

Bidders who wish to obtain further information about the tender and its process must submit their questions by email on or before the date indicated on the front page to:

Attention: Tender Coordinator – Sarah Wilcox  
Phone: 705-790-1003  
Fax: 705-417-1786  
Email: [sarah.wilcox@clhmidland.on.ca](mailto:sarah.wilcox@clhmidland.on.ca)

The bidder is put on notice that:

- Only the Tender Coordinator specified by CLH Developmental Support Services, under the direction of the Facilities Manager, is authorized to amend or waive the requirements of the tender.
- Under no circumstances shall the bidder rely upon any information or instructions from CLH Developmental Support Services, its employees or its agents and trustees unless the person named above provides the information or instruction in writing.



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- CLH Developmental Support Services, nor their respective employees or agents and trustees shall be responsible for any information or instructions provided to the bidder, with the exception of information or instructions provided in writing by the Tender Coordinator.
- Any questions asked of the Facilities Manager during a site visit will be forwarded to the Tender Coordinator who will then send the questions and answers to those who are bidding.

It is the responsibility of the bidder to seek clarification from the Tender Coordinator specified, of any matter it considers to be unclear before submitting the proposal. CLH Developmental Support Services shall not be responsible for any misunderstanding on the part of the bidder concerning the tender or its process.

## **2. ACCEPTANCE AND AWARD OF THE TENDER**

CLH Developmental Support Services may not necessarily accept the lowest bid or any submitted bid. CLH Developmental Support Services will conduct a debriefing with unsuccessful bidders within sixty (60) calendar days of the date of contract award notification if requested by the bidder.

Bids which are non-compliant with the requirements of this tender or which contain qualifying conditions may be disqualified, or CLH Developmental Support Services may waive non-compliance with the requirements of the tender and in their sole discretion retain for consideration.

The selected bidder(s), if any, shall be notified in writing by CLH Developmental Support Services of the award of the tender, in whole or in part.

### **RIGHT TO NEGOTIATION**

After the contract has been awarded to the selected bidder, CLH Developmental Support Services reserves the right to negotiate minor changes, amendments, or modification to the Bidder's submission without offering the other bidders the opportunity to amend their submissions.

## **3. GENERAL INFORMATION**

The selected bidder(s) shall at its own cost comply with all laws governing by the laws of Ontario and Canada.

This tender which is submitted by the bidder without any connection, knowledge, comparison on figures or arrangements with any other person making a bid for the same work and is in all respects fair and without collusion or fraud.

CLH Developmental Support Services, without prejudice to this right, may request clarification where any bidders' intent is unclear and may waive or request or amend where, in the opinion of CLH Developmental Support Services, there is a minor irregularity or omission in the information that is to be submitted to a required document.

### **INDEMNIFICATION**

The bidder hereby agrees that it will, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify CLH Developmental Support Services, its elected officials, employees, and



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agents and its successors and assign, from and against all actions, claims and demands whatsoever which may be brought against or made upon CLH Developmental Support Services and all loss, liability, judgments, claims, costs demands or expenses with CLH Developmental Support Services may sustain, suffer to be put to, resulting from or arising out of the bidder's failure to exercise reasonable care, skills or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the bidder, its agents, servants, employees or sub-consultants of any of them.

## **TERMINATION**

If a selected bidder fails to execute an agreement within ten (10) business days of notice of selection, CLH Developmental Support Services may, in their sole and absolute discretion and without incurring any liability, rescind the award of that bidder.

In the event of failure to execute as aforesaid, or that the selected bidder does not, in the opinion of CLH Developmental Support Services, comply with the specifications and terms of this contract at any time throughout the duration of the contract, or if CLH Developmental Support Services, in its sole and unfettered discretion determines that either their service or the product / equipment provided by the selected bidder is unsatisfactory at any time during the term of the contract, CLH Developmental Support Services reserves the right to immediately terminate the contract in its entirety and to remove the selected bidder from eligibility to submit future bids for an indeterminate period thereafter.

If the selected bidder should neglect to execute the work properly or fail to perform any provision of this contract, CLH Developmental Support Services, after three (3) business days written notice to the selected bidder, may, without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost therefore from any payment then or thereafter due to the selected bidder.

The supplier may also cancel this contract for just cause on ninety (90) calendar days written notice to CLH Developmental Support Services.

## **SETTLEMENT OF DISPUTES**

In the event of any dispute or claim arising between CLH Developmental Support Services and the bidder as to their respective rights and obligations under the contract, either party may give the other written notice of such dispute or claim. The notification of dispute or claim shall be made within fourteen (14) calendar days of the dispute or cause of action arising. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the CLH Developmental Support Services Chief Executive Officer will meet to hear the dispute and resolve it.

## **4. SPECIFICATIONS**

### **HEALTH AND SAFETY**

The contractor / vendor must comply with the Ontario Ministry of Labour, Occupational health and Safety Act.



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## **NO SMOKING**

Smoking is prohibited at the site. The selected bidder shall be responsible for advising its employees or any other person doing or contracted to do the whole or any part of the work contemplated by the contract are foregoing.

## **INVOICING**

The selected bidder must submit invoices in a timely manner as stipulated in the contract directly to:

CLH Developmental Support Services

339 Olive St.,

Midland, Ontario L4N 2R4

Attention: [accounts.payable@clhmidland.on.ca](mailto:accounts.payable@clhmidland.on.ca)

Reference: Contract # and Purchase Order # provided for the project

## **WARRANTY**

In addition to any warranty, if within a period of sixty (60) months following acceptance, the goods are determined to be defective in material, performance, workmanship or are otherwise not in accordance with the requirements of the contract, the vendor will work with CLH Developmental Support Services to ensure defectives shall be repaired without cost to CLH Developmental Support Services. If on-site support is required to meet the obligation of this warranty, the responsibility will fall to the vendor who performed the installation as specified in the Scope of Work section of this document.

## **5. GENERAL REQUIREMENT**

- The selected bidder shall schedule all deliveries through the Tender Coordinator
- All work shall be carried out in a manner to minimize disruptions to the organization. CLH Developmental Support Services shall be notified 48 hours in advance if any work is to be carried out in a manner that disrupts the normal operation or creates any health or safety concerns to the staff. This includes however is not limited to, interruptions in hydro, water, heating, air conditioning or ventilation.



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## APPENDIX A- ACKNOWLEDGMENT FORM

By signing this page, you have read and understand the Terms and Conditions. Each bid will be received with the understanding that the acceptance, in writing, by the bidder of the offer to furnish all or any part of the commodities described therein shall constitute a contract between the bidder and CLH Developmental Support Services. This shall bind the bidder on your part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted proposal. In addition, CLH Developmental Support Services reserves the right to have the awarded Vendor sign a Contract Agreement detailing the aforementioned and additional specifics.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX B - REFERENCES

Include a minimum of three (3) client references who can attest to performance specific to kitchen hoods and suppression systems.

1) Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

2) Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

3) Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_



## APPENDIX C – EVALUATION CRITERIA

### CRITERIA

Compliant with mandatory requirements	30%
The prices, quality and timing of the goods and services.	30%
Acceptable Terms of Payment	10%
The quality and level of service provided before, during, and after maintenance, including warranty for workmanship. Proven ability to adhere to scope of work required.	30%
<b>TOTAL</b>	100%

Tie scores will be resolved by a 4<sup>th</sup> party appointed to the Evaluation Team by the Chief Executive Officer.