



Bracebridge Business Improvement Area Association ("BIA")

**REQUEST FOR QUOTATION (RFQ)
BIA Seasonal Flowers and Maintenance**

Reference #: 2018-BIA-RFQ-01

RFQ Issue Date: Monday February 5, 2018

RFQ Closing Date and Time: Monday February 19th, 2018 at 12:00 pm

RFQ Closing Location: Bracebridge Business Improvement Area
35C Manitoba Street,
Bracebridge, ON
P1L 1V1

Contact: Tracy Larkman
BIA Administrative Coordinator
P.O. Box 845, 35C Manitoba Street,
Bracebridge, ON P1L 1V1
visit@downtownbracebridge.com
(705) 646-5590

Notice: Late submissions will not be accepted

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Quotation Instructions**

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1. GENERAL INFORMATION

- 1.1. The Bracebridge Business Improvement Area Association, herein after referred to as “the BIA”, is seeking quotes from qualified respondents to supply, plant, distribute and maintain seasonal summer and fall flowers within the BIA Boundaries. Provide storage for all BIA owned planters and hanging baskets during the off season.
- 1.2. The BIA is comprised of all of the commercial property owners and business owners within a designated area of Bracebridge. Boundaries of this area are set by the municipality. The BIA and its Board of Directors are classified as a local board of the Town of Bracebridge. See Schedule “C” for a map of the area.

2. DEFINITIONS

- 2.1. “BIA” is the Business Improvement Area.
- 2.2. “Board” is the Bracebridge Business Improvement Area’s Board of Directors.
- 2.3. “Town” is the Corporation of the Town of Bracebridge.
- 2.4. “Respondent” means a party who is submitting a response to this RFQ.
- 2.5. “Contractor” is the party that is awarded RFQ.
- 2.6. “RFQ” is Request for Quotation.

3. DOCUMENT TAKERS

- 3.1. A copy of the RFQ document can be requested electronically via email from the Bracebridge BIA by contacting Tracy Larkman, Administrative Coordinator at visit@downtownbracebridge.com.
- 3.2. In person at the Bracebridge BIA Office–35C Manitoba Street, Bracebridge ON P1L 1V1.
- 3.3. On-line via the Bracebridge BIA website – www.downtownbracebridge.com under the “Don’t Miss Out” tab.
- 3.4. Quotation documents will not be sent by mail or fax.

4. POSSIBLE SELECTION OF RESPONDENT

- 4.1. The BIA’s annual budget for seasonal flowers and maintenance ranges from \$35,000 to \$45,000. This RFQ is a competitive process and budget costs will be a significant consideration but not the only deciding factor when awarding the contract.

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- 4.2. The BIA will consider all quotes received and may enter into discussions with one (1) or more respondents to modify and/or make changes to the proposed contract. This is to ensure the BIA's annual seasonal flower and maintenance budget of is met. Such discussion in no way creates a binding contract between the BIA and any respondents.
- 4.3. Each quotation shall be open for acceptance by the Town for a period of sixty (60) calendar days following the date of Closing.
- 4.4. Quotes shall be open for acceptance for a period of sixty (60) calendar days following the date of Closing.
- 4.5. The BIA reserves the right to request additional information from the respondent and/or other parties and to verify any necessary information.
- 4.6. The BIA reserves the right to reject any or all quotations and to waive formalities as the interests of the BIA may require without stating reasons therefore.
- 4.7. Once staff have reviewed all submissions, a report with recommendations will be submitted to the Board. No contract can be entered into by the BIA without the approval of the Board. The Board may decide to accept, reject or modify staff's recommendation.
- 4.8. There will be no binding agreement with the BIA, until a formal written agreement has been negotiated, agreed to, and executed by the BIA and the successful respondent. The BIA has no obligation to accept any quote, in its sole and absolute discretion.
- 4.9. The successful respondent's contract shall commence immediately upon Board approval.
- 4.10. In selecting the successful respondent, the evaluation will consist of, but shall not be limited to the ability of the respondent to meet the budget range of \$35,000 to \$45,000 annually as well as the strength of the respondent's financial resources, experience, and reputation.
- 4.11. The BIA reserves the right to accept or reject any quote, according to the selection criteria set out above or otherwise.
- 4.12. The BIA shall not be responsible for any liabilities, costs, loss or damage incurred, sustained or suffered by any respondent by reason of the acceptance or the non-acceptance by the Town of any quotation or by reason of any delay in the acceptance of a Quotation except as provided in the quotation document.
- 4.13. The award of this RFQ by the BIA Board constitutes a binding contract between the parties according to the terms set out herein after.

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5. DELIVERY AND OPENING OF QUOTATION

- 5.1. Submissions must be submitted electronically via email to visit@downtownbracebridge.com or via sealed envelope that is clearly marked to the Bracebridge BIA office at 35C Manitoba Street, Bracebridge Ontario no later than 12:00 p.m. local time on Monday February 19, 2018.

It is the responsibility of the Respondent to confirm receipt of any Addendum(s)

- 5.2. There will not be a public opening for this RFQ. Submissions received by the date and time will be opened administratively by staff of the BIA following the closing of the RFQ.
- 5.3. Quotations received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Respondent.

6. DISQUALIFICATION OF QUOTATIONS

- 6.1. Failure to acknowledge any addenda(s) issued by the BIA shall result in a quote being disqualified.

7. FORM OF QUOTATION

- 7.1. One copy of the quote, on the forms provided, shall be submitted. This can be done in a PDF format and submitted via email, or submitted in a sealed envelope, which shall be clearly marked as to its contents.
- 7.2. All information requested shall be shown in the quote.
- 7.3. All prices must be quoted in Canadian dollars.

8. ERRORS AND OMISSIONS

- 8.1. The BIA shall not be held liable for any errors or omissions in any part of this RFQ. The BIA has used considerable efforts to ensure an accurate representation of information in this RFQ; however the information contained in the RFQ is used solely as a guideline for respondents. The information is not guaranteed or warranted to be accurate by the BIA, nor is it necessarily comprehensive or exhaustive. Nothing in this RFQ is intended to relieve the respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFQ.
- 8.2. Should a respondent find an omissions or discrepancies in the RFQ document or be in doubt as to the meaning of any part of the document, contact Tracy Larkman, BIA Administrative Coordinator, at 705-646-5590. If the BIA considers a

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formal correction and explanation or interpretation is necessary, an addendum will be issued for this RFQ.

- 8.3. No oral explanation or interpretation will modify any of the requirements or provisions to this RFQ document.

9. CONTRACTORS PERFORMANCE EVALUATION

- 9.1. The BIA will evaluate the contractor's performance. If the contractor's performance on a contract is below average or poor, the BIA may disqualify the contractor from bidding on future quotes. The period of disqualification may be one (1) to five (5) years depending on the nature of unsatisfactory performance.
- 9.2. A contractor who has been evaluated by the BIA and has been given a below average or poor performance review can submit in writing an explanation as to why their performance was below average or poor. This submission will be reviewed by the BIA prior to being disqualified.

10. WITHDRAWAL OR QUALIFYING QUOTATIONS

- 10.1. A respondent who has already submitted a quote may submit further quotes at any time up to the official closing time. The last quote received shall supersede and invalidate all quotes previously submitted by that Respondent for this RFQ.
- 10.2. A Respondent may withdraw or qualify his quotation at any time up to the official closing time by submitting a letter bearing his signature and seal as in his quotation to the BIA. Such a submission must be received in sufficient time to be marked before 12:00 p.m. on the date for closing of quotations. The Respondent shall show his name and the quotation numbers on the envelope containing such letter. Telephone calls, e-mails or facsimiles will not be considered.

11. INFORMAL OR UNBALANCED QUOTATIONS

- 11.1. Quotes which are incomplete, conditional, illegible or obscure, or that contain additions not called for, reservations, erasures, alterations (unless properly and clearly made and initialled by the responders signing officer), or irregularities of any kind, may be rejected as informal.
- 11.2. If a respondent has omitted a price for an item of work set out in the form of quotation, the respondent, unless specifically stated otherwise in the quote, be deemed to have allowed elsewhere in the Form of Quotation for the cost of carrying out the said item of work, and unless otherwise agreed to by the BIA, no increase shall be made in the Total Quotation Price on account of such omission. The BIA reserves the right to waive formalities at its discretion.

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12. REQUEST FOR QUOTE REQUIREMENTS

- 12.1. Each Quotation shall include the following completed forms from Schedule "F"
- Statement 'A' - Stating the Respondents experience
 - Statement 'B' - List of the Respondent's staff and respective experience
 - Statement 'C' - List of proposed sub-contractors
 - Statement 'D' - List of equipment to be used in contract
 - Statement 'E' - Quotation Form

13. REQUEST FOR QUOTE INQUIRIES

- 13.1. Questions or clarification about the RFQ should be directed to the BIA Administrative Coordinator only.
- 13.2. It is each respondent's responsibility to ensure that they seek clarification on any matter relating to the RFQ. Requests for clarification must be made in writing by E-mail only to the contact noted below. All inquiries shall be submitted no later than 72 hours prior to the closing date.

Bracebridge BIA Contact Person

Tracy Larkman, Administrative Coordinator

visit@downtownbracebridge.com

14. ADDENDA

- 14.1. If required any addenda(s) issued will be posted on the BIA websites www.downtownbracebridge.com (click on Don't Miss Out). It is the Respondent's responsibility to ensure all addenda(s) have been received. Respondents are required to acknowledge receipt of addenda(s) in their quotation submission.
- 14.2. Respondents shall be required to acknowledge receipt of addenda in their submission.

15. VALID AUTHORITY

- 15.1. All quotes must be signed by the respondent. Any corporate respondent must ensure that the quote is signed by its authorized signatory or signatories.

16. RIGHT TO ACCEPT OR REJECT REQUEST FOR QUOTE

- 16.1. The BIA shall not be responsible for any liability costs, losses or damages incurred, sustained or suffered by any respondent prior to or subsequent to, by reason of the acceptance or non-acceptance by the BIA or by reason of delay in acceptance of a RFQ.
- 16.2. The BIA reserves the right to reject any or all RFQ's or accept any RFQ's should it be deemed to be in the best interest of the BIA to do so. The award of 2018-BIA-RFQ-01 by the Board constitutes a binding contract between the parties according to the terms set out herein after.

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- 16.3. The BIA reserves the right to reject quotes from parties who are unwilling or unable to provide evidence that they are capable of providing the necessary labour, materials, equipment and adequate financing for the performance of the work, and the provision of the services herein contemplated. Evidence of such competency and experience must be provided when requested by the BIA. Quotations which are incomplete, conditional, obscure, contain additions not called for, erasures, alterations, or irregularities of any kind may be rejected as informal.

17. REFUNDABLE QUOTATION DEPOSIT

- 17.1. The successful respondent will be required to provide a certified cheque in the amount of 10% of the pre-tax total of the quote, within ten (10) business days of being awarded the contract. The cheque can be made payable to the Bracebridge BIA. The deposit will be held by the BIA as a guarantee for the execution of the contract.
- 17.2. The refundable quotation deposit of the successful respondent will be returned when they have fully completed the conditions outlined in the quotation documents, and after the first monthly invoice has been given to the BIA for payment.
- 17.3. Failing to meet the contract requirements will entitle the BIA to cancel the award of the contract and to retain the quotation deposit as compensation for damages sustained due to the successful respondent's default. The BIA may then award the contract to one of the other bidders or take such other action as the BIA chooses.

18. ADDITIONAL TERMS

- 18.1. The BIA will withhold 5% of the pre-taxed total of the contract at the start of each season to ensure the contractor meets the requirements and standards that are set out within this RFQ.
- 18.2. The BIA will release the 5% holdback to the contractor at the end of each season once the contractor has met all its seasonal obligations, and the final invoice for the year has been issued to the BIA.
- 18.3. The BIA requires that all flowers and materials used to execute the contract meet the minimum requirements that are set out in Schedule "B", Work Details of the RFQ. Failure to provide the minimum requirements can place the contractor in default and the contract can be cancelled forthwith, with no penalties to be paid by the BIA to the contractor.

19. HARMONIZED SALES TAX (H.S.T.)

- 19.1. Unit prices shall not be marked up to include the harmonized Sales Tax (HST). The Respondent shall include their HST Registration Number.
- 19.2. If HST is applicable to any parts, materials, etc. used in the work of this Contract, the HST amount is to be included separately on invoices submitted by the Contractor.

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20. CARE AND STORAGE OF BIA PROPERTY

20.1. The contractor will be responsible for storing all BIA owned property. Damage occurred due to improper storage will be at the cost of the contractor. All items stored outside will be expected to be elevated off the ground and covered to prevent rot.

21. ABILITY AND EXPERIENCE OF RESPONDENT

21.1. In order, to aid the BIA in determining the ability and experience of each Respondent, the Respondent shall complete the following statement sheets, which are part of the quotation form.

- Statement 'A' - Stating the respondents experience
- Statement 'B' - List of the respondent's staff and respective experience
- Statement 'C' - List of proposed sub-contractors
- Statement 'D' - List of equipment to be used in contract

22. LOCATION

22.1. This contract shall be applicable only to work performed on public lands as per the attached Schedule "B" within the set boundaries of the BIA and is not transferable unless agreed to by both parties.

23. GOVERNMENT REQUIREMENTS

23.1. The contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-Laws which could in any way pertain to work outlined in the contract or to the employees of the contractor.

24. TERM OF CONTRACT

24.1. The Term of this Contract shall commence immediately and will run for three (3) concurrent years with an option by the Board to extend the contract for an additional one (1) year.

25. BIA OPTION TO CANCEL CONTRACT

25.1. Should the BIA be in a position that requires the cessation of, or radical reduction of the work to be performed under this contract, the BIA can opt to cancel the contract upon the payment of a penalty fee that is based on a maximum of one half of the total estimated value of the work that would not be performed in the year that the cancellation or reduction of work occurs.

25.2. The BIA has the option of cancelling the contract if the Board deems that the contractor has not met the minimum requirements that are within Schedule "B" Work Details of the RFQ. Failure to provide the minimum requirements will place the Contractor in default of this Contract and the contract can be cancelled forthwith, with no penalties to be paid by the BIA to the Contractor.

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26. CONTACTOR OBLIGATIONS

- 26.1. Any equipment operated by the contractor on municipal property shall be safe and as free from dust, noise and hazard as can be reasonably expected. The contractor's equipment must also meet current safety standards and must not be modified. The BIA can request that all operations cease until corrections are made.
- 26.2. The contractor's attire and that of anyone performing work for him, must be clean and appropriate to the job. Courteous relations must be maintained with the public and all conduct must be to the satisfaction of the BIA.
- 26.3. Where a vehicle is hauling material under this Contract, in whole or in part, upon a public highway, and where motor vehicles registration is required for such vehicles, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise.

27. BIA OFFICIALS

- 27.1. The Contractor shall consider the Board or their designate as the official representatives of the BIA with respect to the performance of this contract.
- 27.2. The BIA is comprised of all the commercial property owners and business owners within a designated area of Bracebridge. Boundaries of this area are set by the Town of Bracebridge. The BIA and its Board of Directors are classified as a local board of the Town of Bracebridge therefore the successful respondent will be expected to follow the Town policies, procedures and guidelines.

28. DISPUTES

- 28.1. On any disputes of a serious nature, the complaint must be delivered in writing, by hand or registered mail, to the contractor. The contractor has seven (7) days from receipt of same to respond satisfactorily to the BIA or rectify the situation within the terms and conditions of this contract. If the situation is not rectified, the contractor can be found in default of this contract and the contract can be cancelled forthwith with no penalties to be paid by the BIA to the contractor.

29. NON-PERFORMANCE

- 29.1. Supply of service or product is to be on an automatic delivery basis. Any damages resulting from failure to supply or provide service as required will be the responsibility of the contractor. If for any reason the contractor is declared bankrupt and/or is otherwise unable or unwilling to carry out the terms of this contract, the BIA has the right to terminate this contract. Should this occur, the BIA may at its exclusive discretion, secure another contractor to perform the contract obligations. Action by the BIA in this manner shall constitute termination of this contract. Contract payment shall cease effective on the date of the BIA securing another contractor.

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- 29.2. The BIA may at its exclusive discretion, secure another contractor to perform the contract obligations if the product supplied by the contractor does not perform for the entire season.

30. SUB-CONTRACTORS

- 30.1. Neither the whole nor any part of the contract may be subcontracted by the contractor without prior written consent of the BIA. Each respondent shall complete Statement 'C'- List of proposed sub-contractors, which is part of the Quotation Form.

31. ANNUAL CONTRACT RESPONSIBILITY OVERVIEW

- 31.1. The contract will commence immediately with the contractor picking up and storing all BIA owned seasonal hanging baskets, oak barrels, baskets hangers and any other extra items that the current contractor is storing on behalf of the BIA. Summer flowers are to be put out within one (1) week of the official lift of the night frost warning and removed in September based on the weather. Install Fall Flowers mid-September until end of November. Review Schedule "B" Work Details for the Complete Contract Overview and Work Details.

32. CONTRACT CHANGES

- 32.1. Unless otherwise specifically stated in this contract, neither party can make changes to this contract without prior written consent of the other party. Any additions to this contract shall be negotiated at the time of placement for the current year and shall be considered part of the contract in subsequent years. Any deletions shall be negotiated at the time of occurrence and such reduction to the quoted contract price will remain in effect for subsequent years.

33. EXTRA WORK

- 33.1. Any unforeseen and/or additional work to be performed by the contractor must be approved by the Board or their designate prior to the commencement of the work. All additional work of similar nature to this contract shall be charged at unit and/or hourly price. See Statement "F", Quotation Form to provide hourly rate for man-hours. Material and equipment required to complete necessary work will be negotiated at the time of occurrence.

34. SITE VISIT

- 34.1. Any respondent that is not familiar with the BIA boundaries described in this Quote should contact the BIA Administrative Coordinator to arrange for a site visit of the BIA Boundaries. See the attached BIA map for an overview of the BIA boundaries.

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35. OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) AND THE ENVIRONMENTAL PROTECTION ACT (EPA)

- 35.1. The contractor shall provide the BIA, prior to commencement of work, with a written copy of the Health and Safety Policy for their firm along with health and safety procedure(s) relevant to the work to be performed where applicable. In accordance with the Occupational Health and Safety Act (re: duties of employers), if the firm does not have written procedures relevant to the work, then the firm will be expected to abide by the Town of Bracebridge Health and Safety Policies and Procedures No. 16 and No. TOB-HS2006-02 which are available upon request.
- 34.2 For the purpose of the Occupational Health and Safety Act, the contractor is considered to be the “constructor” as defined in the Act. The Occupational Health and Safety Act provides in addition to other measures that:
- “A Constructor shall ensure, on a project undertaken by the Constructor that,
- the measures and procedures prescribed in the Act and the regulations are carried out on the project;
 - every employer and worker performing work on the project complies with this Act and the regulations; and
 - the health and safety of workers on the project is protected.”
- 34.3 The contractor recognizes and agrees that health and safety is a prime concern to both the contractor and the BIA. The contractor shall comply with all applicable legislation in relation to health and safety, including but not limited to the Occupational Health and Safety Act and the Environmental Protection Act R.S.O. 1990, and/or regulations, guidelines or standards made pursuant to such legislation. The breach of this condition will be considered a fundamental breach of this contract and shall be deemed sufficient reason for the BIA to terminate the contract immediately, without prior notice. Should this occur, the BIA may, at its exclusive discretion, in addition to any other remedy, perform the obligation on the contractor's behalf and the cost or expense incurred by the BIA shall be a debt due and owing from the contractor to the BIA, and set off against any other amounts owed by the BIA to the contractor.
- 34.4 The contractor shall specify in the contract documents the applicable legislation, regulations and/or standards/guidelines. The contractor shall, before commencing any of the work on the project, familiarize itself with the Town's safety and environmental programs and will promptly comply with all safety and environmental instructions identified by the Town. The contractor shall be primarily responsible for enforcing safety requirements and standards in its employees and any Sub-contractors employed on this contract. The contractor shall appoint health and safety representatives and set up a joint health and safety committee as required by the OHSA.
- 34.5. For the purpose of this section, "The Town" includes the municipal corporation and its officials, representatives, managers and/or employees. "The BIA" includes the association, Board of Directors, and/or employees and/or the businesses within its boundaries.

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- 34.6 The Contractor shall indemnify the BIA and the Town in relation to all legal costs incurred by the BIA and the Town which are in any way related to an alleged act(s) or omission(s) by the contractor, its employees or its sub-contractors in the performance of this contract. Without limiting this, such acts or omissions include an alleged violation(s) of the OHSA or the EPA and any regulations, guidelines or standards made pursuant to such legislation. "Legal costs" includes legal fees on a solicitor and her/his own client basis and the cost of staff time and fees for witnesses, including expert witnesses.
- 34.7. The BIA also reserves the right to recover all other costs that it may incur as a result of any alleged act(s) or omission(s) by the contractor, its employees or its sub-contractors in the performance of this contract. Without limiting this, such acts or omissions include an alleged violation(s) of the OHSA or the EPA and any regulations, guidelines or standards made pursuant to such legislation.
- 34.8. The contractor shall provide the BIA with information in writing, regarding the contractor's health and safety performance and that of any sub-contractors engaged by the contractor, in accordance with the attached form. This includes, and not limited to information regarding health and safety policies, health and safety meetings, health and safety training, occupational accidents and/or compliance with applicable legislation/regulations and/or guidelines/standards.

The foregoing information must be provided to the BIA by the contractor whose quote, after initial analysis of all other factors, appears to be in the best interest of the BIA. The minimum information that must be provided by said contractor, whose quote is under consideration, is shown in Schedule "E" – Statement "F" Contractor Health and Safety Information. The failure by a Contractor to provide this information may result in his quote being considered incomplete and not be given any further consideration by the BIA.

36. WORKPLACE HAZARDOUS MATERIAL INFORMATION SYSTEM (WHMIS)

- 35.1 Prior to delivering materials on site, the Contractor shall provide the Town with a list of those products controlled under WHMIS that he expects to use on this Contract. Related Material Safety Data Sheets shall accompany the submission. All containers used in the application of products controlled under WHMIS shall be labeled.

37. WORKPLACE SAFETY & INSURANCE BOARD

- 37.1. The successful respondent shall provide the BIA with a copy of the Workplace Safety & Insurance Board's Clearance Certificate indicating the contractor is in good standing with the Board:
- Prior to award;
 - Prior to each planting season;
 - Prior to the expiration of the contract period;
 - At any other time when requested by the BIA.

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38. EQUIPMENT

- 38.1. The contractor will supply all tools, material, equipment and labour necessary to complete the work outlined in this contract.
- 38.2. Respondents shall complete Statement "D", which is part of the Quotation Form, listing the equipment available to perform all work within this contract.
- 38.3. The BIA and the Town reserve the right to inspect the machinery and tools using Municipal Staff or appointed qualified mechanics at any time with no prior notice to assure compliance with requirements set out in this contract. The BIA and the Town, prior to the award of contract, reserves the right to observe the equipment in operation to assure its ability to comply with the intent of this contract.

39. OTHER PAYMENT

- 39.1. All materials required to complete this contract shall be supplied and paid for by the Contractor. Furthermore, the contractor will be responsible for any and all fees incurred in order to complete the contract. The BIA will supply the permanent wood planters, oak barrels, hanging flower baskets, basket hangers and liners. Replacement for baskets, barrels, liners and other such items due to damage or deterioration will be paid for the BIA and must be pre-approved prior to purchase by the BIA Board of Management or their designate. Contractor must notify the BIA in writing if such items require replacing.

40. FREEDOM OF INFORMATION

- 40.1. Any personal information required as part of the quote is received under the authority of the Corporation of the Town of Bracebridge. This information will be an integral component of the quote submission.
- 40.2. All written quotes received by the BIA become a public record. Once the BIA accepts the quote, all information contained in then is available to the public including personal information.
- 40.3. Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56 as amended should be directed to:

Director of Corporate Services/Clerk

Lori McDonald

Corporate Services Department, Town of Bracebridge

Municipal Office, 1000 Taylor Court, Bracebridge ON P1L 1R6

Telephone 705 645-6319

The Municipal Clerk has been designated by the Town to carry out the responsibilities of the Act.

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SCHEDULE 'A'

LIABILITY – RESPONSIBILITY

1. For the purpose of liability insurance "Corporation" shall be read to mean The Corporation of the Town of Bracebridge", the "Bracebridge BIA" shall be read to mean the Bracebridge Business Improvement Area Association and the "District" shall be read to mean the District Municipality of Muskoka.
2. The Contractor will carry general liability insurance in the amount no less than \$5,000,000.00 to cover any possible claims. The Bracebridge Business Improvement Area Association, Corporation of the Town of Bracebridge and the District Municipality of Muskoka shall be named as an additional insured party. In addition, both owned and non-owned vehicles employed under this contract will require a minimum of \$1,000,000.00 coverage in any one claim, showing the Bracebridge Business Improvement Area Association, as one of the insured parties. Expiry of this policy during the term of contract shall be considered as default of the Contract. The respondent to whom this contract is awarded shall supply the BIA with proof of insurance and a copy of the policy prior to the signing of the contract by BIA Board Directors or their designate. The above noted insurance will be continued in force for the duration of this contract.
3. The Contractor will provide evidence of Commercial General Liability ("CGL") and Property Insurance in the value of \$55,000 to cover the seasonal assets of the BIA that will be stored on the Contractor's property.
4. The Contractor covenants and agrees to indemnify and save harmless the BIA, the District Municipality of Muskoka and the Town of Bracebridge from any claims for damage caused to third parties by such operations.
5. The Contractor will be responsible for payment of wages of any operator(s) hired by the Contractor and when requested shall furnish evidence to the satisfaction of the BIA that these wages have been paid in full. If the Contractor fails to do so, the BIA shall have the right to withhold payment for such sum or sums of money due the Contractor that would be sufficient to cover the Contractor's default.
6. The Contractor clearly understands and agrees that the Contractor is not, nor is anyone hired by the Contractor, covered by the BIA or the Town under the Workplace Safety Insurance Board, and the Contractor shall be responsible for, and shall pay all dues and assessments payable under the Workplace Safety Insurance Board, the Unemployment Insurance Act or any other Act, whether Provincial or Dominion, in respect of the Contractor, their employees and operations, and shall, upon request, furnish the BIA and the Town with satisfactory evidence that the Contractor has complied with provisions of such Act. If the Contractor fails to do so, the BIA shall have the right to withhold payment of such sum or sums of money due to the Contractor that would be sufficient to cover the Contractor's default and the BIA shall have the right to pay same. Information on coverage under the Workplace Safety Insurance Board can be obtained directly from the Workplace Safety Insurance Board.

BIA Seasonal Flowers and Maintenance – 2015-BIA-RFQ-01

SCHEDULE "B"

WORK DETAIL

Contract Start Date

As noted earlier, the contract will commence immediately with the picking up and storing of all BIA owned seasonal hanging baskets, oak barrels, hanging baskets, basket hangers and any other additional items that the current contractor is storing on behalf of the BIA.

Summer flowers are to be put out within one (1) week of the official lift of the night frost warning.

Current flower types and colours will be reviewed yearly. The specifications outlined below are based the previous contract. Recommendations on alternative flower types and colours are welcome and can be included within your tender once contract is awarded any changes to the flower type will need to be done in writing and must be approved by the BIA prior to the next planting season.

Below are detailed work specifications for each season.

1. Summer

Start Date - Summer flowers are to be put out within one (1) week of the official lift of the night frost warning

- Supply material, labour, plant flowers and hang 120 flower baskets on light standards and 8 baskets on the Taylor Road Bridge.
- Supply material, labour, plant flowers and deliver 50 oak barrels and distribute to designated locations within the BIA.
- Supply material, labour and plant flowers in 4 permanent wooden planter boxes. 1 at the corner of Ontario Street near the intersection of Ontario Street and Manitoba Street. 2 on the sidewalk at the corner of Taylor Road and Manitoba Street, 1 along Manitoba Street in front of the CIBC bank.
- Supply material, labour and plant Annual Flowers in the 2 permanent Flower beds located at the corner of Taylor Road and Manitoba Street.
- Supply material and the labour to maintain all flowers within the BIA on a daily basis from when the flowers are put out to Mid-September.
- Maintenance to include fertilizing & watering daily to all of the above
- Additional maintenance to include; removing dying foliage, dead heads and weeds on a regular basis.

Work Detail:

- i) Hanging baskets** – Planter size – 28 inch diameter

Minimum requirements - based on the past season:

- Flower Type – Wave Petunias or Petunia – Cascadia's

BIA Seasonal Flowers and Maintenance – 2015-BIA-RFQ-01

SCHEDULE "B"

WORK DETAIL

- Colours – Variety of Colour (minimum 3 colours per basket)
- Vine – Sweet Potato-Bright Green Colour and/or Ivy-German or similar large vine.
- Additional Plants – Scaevola or comparable
- Surface Coverage – Requires full basket coverage with blooms showing when baskets are hung at the start of the season.
- Roots system of the plants must be well established when baskets are hung at the start of the season.
- Surface coverage shall remain full for the entire growing season.
- Sun coverage ranges from full sun to full shade.
- Maintenance to include water and fertilizer regularly from when the flowers are put out to approximately Mid-September.
- Additional maintenance to include removing dead foliage, dead heads and weeds when needed.

ii) Oak Barrels

Minimum requirements - based on the past season:

- Flower Type – 3 – 6” Wave Petunias or Petunia – Cascadia’s
- Colours – Variety of Colour (minimum 3 colours and must compliment hanging baskets)
- Vine – Sweet Potato-Bright Green Colour and/or Ivy-German or similar large vine.
- Additional Plants – Scaevola or comparable
- Centre – 1 Red Grass or comparable
- Planter Size – 30 inch Diameter
- Number of Barrels – 50
- Surface Coverage – Requires full coverage when barrels are distributed.
- Roots system of the plants must be well established when barrels are placed out in the BIA area.
- Surface Coverage shall remain full for the entire growing season.
- Sun coverage ranges from full sun to part to full shade.
- Maintenance to include water and fertilizer daily from when they go out to approximately Mid-September.
- Additional maintenance to include removing dead foliage, dead heads and weeds when needed.

BIA Seasonal Flowers and Maintenance – 2015-BIA-RFQ-01

SCHEDULE "B"

WORK DETAIL

iii) Permanent Wood Planters – based on the past season:

- Flower Type – Wave Petunias or Petunia – Cascadia's
- Colours – Variety of Colour (minimum 3 colours and must compliment hanging baskets and oak barrels.)
- Vine – Sweet Potato-Bright Green Colour and/or Ivy-German or similar large vine.
- Additional Plants – Scaevola or comparable
- Red Grass or comparable
- Planter Size – 2ft x 5ft
- Number of Planters - 3
- Surface Coverage shall remain be full for the entire growing season.
- Sun coverage ranges from full sun to part to full shade.
- Maintenance to include water and fertilizer daily from when they are planted to approximately Mid-September.
- Additional maintenance to include removing dead foliage, dead heads and weeds when needed.

iv) Permanent Flower Bed – Corner of Taylor Road and Manitoba Street

Minimum Requirements – based on the past season:

- Flower Type to be recommended by contractor. The BIA requests a variety of flowers and grasses that have some height to them so that it will complement the new welcome signage.
- Bed Size – 2.5 ft. wide x 5ft Long
- Number of Planters 2
- Located at the corner of Taylor Road and Manitoba Street on each side of the welcome Bracebridge sign
- Beds are located within a shady area of the street.
- Colours – Must compliment hanging baskets
- Additional Plants – Red Grass or comparable
- Must compliment the hanging baskets, oak barrels and permanent planters.
- Maintenance to include water and fertilizer daily from when the flowers are planted to approximately Mid-September.

BIA Seasonal Flowers and Maintenance – 2015-BIA-RFQ-01

SCHEDULE "B"

WORK DETAIL

- Additional maintenance to include removing dead foliage, dead heads and weeds when needed.

2. **Fall**

Start Date - Mid to late September after first night frost returns and baskets are no longer looking as full.

- Remove and store 128 hanging baskets. Removal date is dependent on seasonal weather.
- Supply material, labour to remove summer flowers from oak barrels and plant fall mums in 4 permanent wood planters
- Supply material, labour to remove summer flowers from 2 permanent flower beds located at the corner of Taylor Road and Manitoba Street and plant fall mums.
- Supply material, labour to remove summer flowers from 4 permanent wood planters and plant fall mums.
- Supply material and the labour to maintain all fall mums until the end of the fall season. Date to be determined by weather.

Work Detail –

- 50 Oak Barrels** – Minimum Requirements based on the previous season:
 - Flower Type – Fall Mums
 - Current Colours – Variety Red, Yellow, Orange, Plus Centre Plant
 - Quantity – 3 Mums per Barrel, Minimum 6 inch pot size
 - Additional Plants –Re-Use summer Grass
 - Maintain and water as required.
- 4 Permanent Wood Planters** - Minimum Requirements based on previous season:
 - Flower type – Fall Mums
 - Colours – Variety complimentary colours to match Wooden Barrels
 - Additional Plants – If possible continue to use summer Red Grass
 - Quantity – 4 per planter, minimum 6 inch pot size
 - Maintain and water as required.
- 2 permanent Flower beds** - Minimum Requirements based on previous season:
 - Flower type – Fall Mums
 - Colours – Variety complimentary colours to match Wooden Barrels

BIA Seasonal Flowers and Maintenance – 2015-BIA-RFQ-01

SCHEDULE "B"

WORK DETAIL

- Additional Plants – If possible continue to use summer Red Grass
 - Quantity – 3 per planter, minimum 6 inch pot size
 - Maintain and water as required.
3. **Winter** – End of October to beginning of November based on the fall weather.
- i) Remove and store oak barrels. – During the first week of November or when determined by BIA Board.
 - ii) Store 128 Hanging Baskets and their hangers and liners.

Minimum Requirements

- Store and re-use hanging basket liners where possible,
- Re-Use any other required items where possible,
- Oak barrels are to be elevated off the ground using skids or other methods to reduce winter rot,
- BIA requests that all BIA owned items be covered if being stored outside, and
- Provide the BIA with a list of replacement items for the following season.

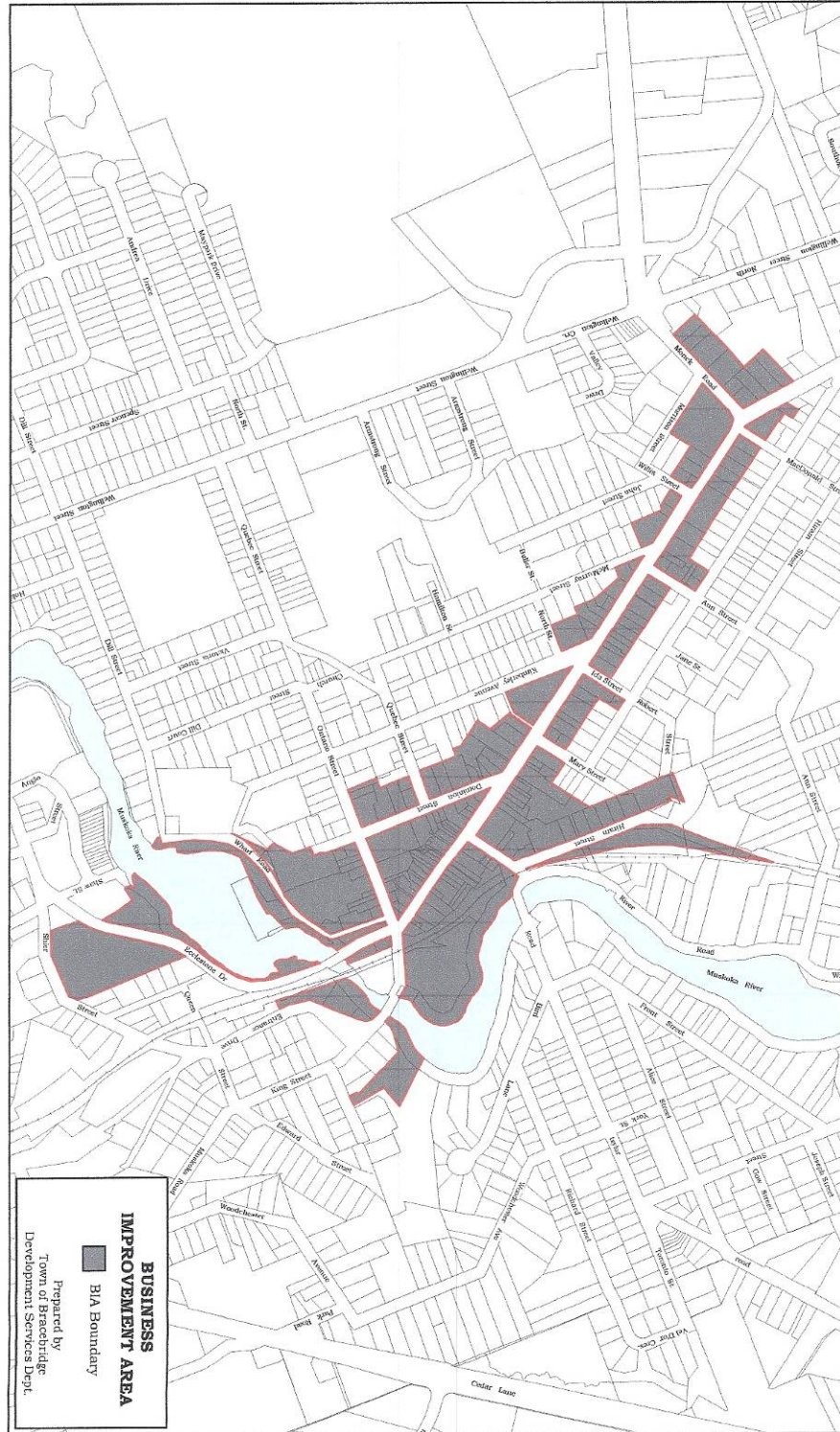
Note: The exact removal date of the flowers will be at the discretion of the BIA or their designate. If the weather permits and the flowers are in good condition the BIA has the option of extending the time frame to which the flowers remain out on the street.

Work Details:

The contractor will be responsible for storing all BIA owned property throughout winter season. Damage occurred due to improper storage will be at the cost of the Contractor.

SCHEDULE "C"

Map of BIA Area



BIA Seasonal Flowers and Maintenance – 2018-BIA-RFQ-01

SCHEDULE "D"

Flower Samples



Sample – Summer BIA Oak Barrel



Sample – Fall BIA Oak Barrel



Sample – Summer 28 inch Hanging basket



Sample – Summer – Permanent Wood Planter

BIA Seasonal Flowers and Maintenance – 2018-BIA-RFQ-01

SCHEDULE "D"

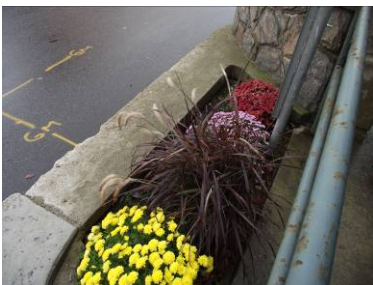
Flower Samples



Sample – Fall Flowers – Permanent Planter



Sample – Summer – Permanent Flower



Sample – Fall Flowers – Permanent Flower Bed

BIA Seasonal Flowers and Maintenance – 2018-BIA-RFQ-01

SCHEDULE "E"
Quotation Forms

Statement "A" - Respondent's Experience

The respondent shall list any of their work experience which is of a similar nature here:

<u>Year</u>	<u>Description of Contract</u>	<u>For Whom Performed</u>	<u>Approx. Value</u>
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BIA Seasonal Flowers and Maintenance – 2018-BIA-RFQ-01

SCHEDULE "E"
Quotation Forms

Statement "B" - Respondent's Staff

The respondent shall list all staff with a summary of their respective work experience here:

<u>Name</u>	<u>Position</u>	<u>Qualifications & Experience</u>
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BIA Seasonal Flowers and Maintenance – 2018-BIA-RFQ-01

SCHEDULE "E"
Quotation Forms

Statement "C" - List of Proposed Sub-Contractors

The respondent shall provide below, the names of sub-contractors who will perform work under this contract. No sub-contractor may be substituted without the written consent of the owner. The respondent may carry out the work themselves without the consent of the sub-contractor.

Proposed Sub-Contractor

Work to be done by Sub-Contractor

BIA Seasonal Flowers and Maintenance – 2018-BIA-RFQ-01

SCHEDULE “E”
Quotation Forms

Statement "D" - List of Equipment to be used in Contract

The respondent shall provide below a list of all equipment to be used to perform the work under this contract:

Work

Equipment Required

BIA Seasonal Flowers and Maintenance – 2018-BIA-RFQ-01

SCHEDULE “E”
Quotation Forms

Statement “E”: Contractor Health & Safety Information

1. Current Exact Legal Name of Contractor (attach Articles of Incorporation or other business registration document).

2. Supervision, Representatives and Certified Workers

a) Competent supervisor for this contract:

i) Name:

ii) Training:

b) Provide the name(s) of the contractor's health and safety representative(s).

3. WSIB

Provide a Certificate of Clearance (Form 0190C) from the Workplace Safety & Insurance Board or Independent Operator Determination if applicable subsequent to the award of the Quotation.

4. Sub-Contractors

Indicate the name(s) of sub-contractors, if any, that will be engaged by the contractor for this contract.

BIA Seasonal Flowers and Maintenance – 2018-BIA-RFQ-01

SCHEDULE “E”
Quotation Forms

Statement "F" – Quotation Form

Based on the Schedule “B” Work details please fill out the following quotation form. Provide total cost per baskets, barrels, planters and flower beds. And include break down costs for Daily Maintenance per planter, barrel, planter and flower bed for each season, equipment and storage Fees. Substitutions and recommendations can be included and must be submitted with the quote.

	No. Of Planters	<u>Material Cost per Planter</u>	<u>Maintenance Cost Per Planter</u>	Total Cost	Substitutions or recommendations list below and return with Quote
SUMMER			Daily Maintenance		
Hanging Baskets	128				
Oak Barrels	50				
Permanent Flower Planters	4				
Flower Beds	2				
FALL			Maintenance as needed		
Oak Barrels	50				
Permanent Flower Planters	4				
Flower Beds	2				
EQUIPMENT					
STORAGE FEE					
TOTAL COST					
H.S.T					

Extra work that is not currently outlined in Schedule “B” Work Details

Per Hourly Rate: _____

SCHEDULE “E”
Quotation Forms

Statement “G” – Contractor’s Declaration Form



The Corporation of the Town of Bracebridge
POLICY AND PROCEDURE
HEALTH AND SAFETY POLICY
Contract Administration
Policy TOB-HS2006-16

CONTRACTOR’S DECLARATION FORM

Date:	Bin No.:	
Contractor:		
Address:		
Contact No.:	Fax No.:	Number of Employees:
Subcontractor (if applicable):		
Address:		
Description of Services:		
<p>The responsibilities of Contractors and Subcontractors include the following:</p> <ul style="list-style-type: none">(a) Provide qualified workers for work performed.(b) Awareness and compliance with health and safety duties as they pertain to either an employer or a self-employed person per the Occupational Health and Safety Act and Regulations.(c) Recognize and agree health and safety is a prime concern to all parties and shall comply with all applicable legislation in relation to health and safety, including but not limited to the Occupational Health and Safety Act and the Environmental Protection Act, and or regulations, guidelines or standards made pursuant to such legislation. A breach of this condition shall be considered to be a fundamental breach of the working relationship and shall be deemed to be just cause or sufficient reason that the Town may terminate the relationship immediately without prior notice.(d) Ensure all work is performed in accordance with governing industry standards.(e) Provide a WSIB clearance certificate or an independent operator status ruling.(f) Poses Liability Insurance with the Town of Bracebridge named as being insured.(g) Ensure their workers are aware of the hazardous substances that may be in use at the workplace. Provide the Town of Bracebridge with all applicable Material Safety Data Sheets.(h) Workers must wear the appropriate personal protective equipment required for the area.(i) Acknowledge you have received, read and understand Town of Bracebridge Visitor Policy No.2 Revision 2.		
Contractors are accountable for their health and safety performance and are subject to a performance rating system by the Town of Bracebridge.		
Contractor/Subcontractor Signature _____ Date _____		

BIA Seasonal Flowers and Maintenance – 2018-BIA-RFQ-01

SCHEDULE "E"
Quotation Forms

Statement "H" - Contractor's Statement

The Contractor has carefully examined all Schedules of this RFQ and has carefully examined the sites and locations of the work to be done under this contract, and the respondent understands and accepts the said Schedules, and, for the prices set forth, hereby offers to furnish all machinery, labour, apparatus and other means of operating, furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the said Schedules.

The awarded contractor will provide a Bid Deposit within ten (10) business days, as outlined in the above quotation instructions.

The respondent has reviewed the addenda for this RFQ as follows:

The Contractor shall submit all pages of Schedule "E" as requested in the Quotation Instructions.

ANNUAL AMOUNT to perform the operations as outlined in Schedules "B"

_____ HST extra

Extra work not outlined in Schedule "B" will be \$ _____ per man hour.

I understand that this is a three (3) year contract with an option for an additional one year and the prices will not be adjusted during the term.

The successful respondent shall submit the required WSIB Clearance Certificate and as outlined in Quotation Instructions and provide a Certificate of Insurance to evidence satisfaction of the insurance requirements as per Schedules "A" – Liability Responsibility.

RESPONDENT'S NAME

RESPONDENT'S ADDRESS

SIGNATURE

WITNESS

POSITION

TELEPHONE

DATE