



**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY**

PROCUREMENT NUMBER 2025-11

**REQUEST FOR STANDING OFFER
BUILDING AND CLEAN YARDS**

CLOSING DATE:

16:00 (4:00 p.m.) local time on June 30, 2025

PROCUREMENT NUMBER 2025-11

BUILDING AND CLEAN YARDS

SUBMISSION CLOSING

Submissions will be received until 16:00 (4:00 p.m.) local time on June 30, 2025, at the Township of South Glengarry office, 6 Oak Street, Lancaster, Ontario, which time and date, shall be deemed to be the date of closing.

Respondents are required to submit one (1) copy of their submission in a sealed envelope, clearly marked Procurement 2025-11 Building and Clean Yards. Quotations will also be received by email at clerk@southglengarry.com

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SCOPE OF WORK

The Township of South Glengarry periodically hires contractors for grass/weed cutting, property clean-up, clean yards, removal and impounding of vehicles, and the building board up of private properties within the Township. Unless otherwise agreed on, the hired contractor shall provide all necessary labour, materials, and equipment as required to complete the work within 7 days of receiving a work order from the Manager of Municipal Law Enforcement.

This Quotation does not guarantee a minimum number of hours; the duration will vary depending on the project.

Respondents may bid on those items that they are interested in. It is not necessary to bid on all items, but respondents may do so if they wish.

For further information please contact:

Patrick Marion
Manager of Municipal Law Enforcement
Township of South Glengarry
Phone: 613-347-1166 x2206
Fax: 613-347-3411
Email: pmarion@southglengarry.com

FORM OF SUBMISSION

PROCUREMENT NUMBER 2025-11

PROCUREMENT NAME: BUILDING AND CLEAN YARDS

SUBMITTED BY:

FIRM NAME:

ADDRESS:

HEREINAFTER CALLED THE RESPONDENT

TELEPHONE No.: _____ FAX No.: _____

EMAIL ADDRESS: _____

TO: **THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
6 Oak Street
Lancaster, Ontario K0C 1N0**

I/We, having carefully examined all documents relating hereto, do hereby submit and offer in accordance therewith to enter into an Agreement as and when required by the Township of South Glengarry, in strict accordance with the said documents and such further details as may be supplied and to supply all necessary labour, material, and equipment to complete the work in the time specified and agree to be bound by the terms and conditions of this procurement process.

DATED AT _____ THIS _____ DAY OF _____ 2025

Signature of Witness

Signature of Respondent

NOTE:

If the submission is submitted by or on behalf of a corporation, it must be signed in the name of such corporation by a duly authorized officer and the seal of the corporation must be affixed. If the submission is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or the partner.

SCHEDULE OF ITEMS AND PRICES

Item	Description	Hourly Rate	Unit Price per Square Foot
1	Grass/Weed Cutting,	\$	
2	Property Clean-up/Maintenance	\$	
3	Vehicle Removal & Impounding	<u>Removal Rate:</u> Car: \$ Van: \$ Truck: \$	<u>Daily Storage Fee:</u> \$
4	Building Board-Up		\$

TERMS AND CONDITIONS OF THIS PROCUREMENT PROCESS

PROCUREMENT NUMBER 2025-11

1. Submissions

- 1.1. All submissions must be upon the Form of Submission, if included therein, and must be accompanied by a duly completed copy of the Schedule of Items and Prices.
- 1.2. All information required must be provided and the submission price must equal the total amount of the Schedule of Items and Prices.
- 1.3. Each Respondent is solely responsible for any and all costs associated with preparing and submitting its submission.
- 1.4. All submissions become the property of the Township of South Glengarry. Details of submissions may be disclosed after the evaluation process and therefore shall not be treated as confidential unless expressly stated otherwise.
- 1.5. If faxed or emailed submissions are permitted, then the received date and time noted on the Township's equipment will be used as the received time for the purposes of the closing cutoff, regardless of when they were actually sent, unless the Township determines there is an error in its equipment, in which case, the received date and time will be as determined by the Township.

2. Declarations of Interests

- 2.1. The Respondent shall clearly indicate any and all persons, firms or corporations, other than the Respondent, that has any direct or indirect interest in the Respondent being successful in this solicitation and describe the general nature of the interest.
- 2.2. The Respondent shall clearly indicate any Member of Council or employee of the Township that has any direct or indirect pecuniary interest in the Respondent being successful in this solicitation and describe the general nature of the interest.

3. Taxes

- 3.1. The prices submitted shall be net of HST.

4. Ability and Experience of Respondent

- 4.1. It is not the intent of the Corporation of the Township of South Glengarry to award this Contract to any Respondent who does not furnish satisfactory evidence that he/she has the ability and experience in this class of work and that he/she has sufficient capital and plant to enable him/her to prosecute and complete the Agreement.
- 4.2. The equipment to be used under an Agreement resulting from this solicitation will be subject to inspection by a representative of the Township to determine its suitability to perform the necessary work. The inability of the Respondent to provide equipment of sufficient quality or quantity or provide material at a satisfactory rate may affect the selection of the successful Respondent.

5. Collusion or Fraud

- 5.1. The Respondent has ensured their submission is made without connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person make a submission for the same work and is in all respect fair and without collusion or fraud.

6. Legislation, Safety and Insurance

- 6.1. The successful Respondent shall perform the Work in accordance with all applicable laws and regulations, including but not limited to, the *Occupational Health and Safety Act* and regulations of the Province of Ontario. In particular, the Municipality will require, where appropriate, Respondents to furnish proof of training of WHMIS and a copy of their Health and Safety policy. These documents do not need to accompany the submission.
- 6.2. Should the successful Respondent be in contravention of the above, all work on the project shall cease immediately and remain stopped until adequate corrective measures have been taken and the Township shall be notified immediately. The Contractor will immediately take whatever corrective measures are necessary, and the decision of the Township Chief Administrative Officer, or his/her designate, shall be final in this regard.
- 6.3. The successful Respondent agrees to hold harmless, the Township of South Glengarry and will agree to take responsibility for any health and safety violations as well as the cost to defend such charges as a result of any violation under the *Occupational Health and Safety Act*.
- 6.4. The successful contractor shall comply with the regulations of the Workplace Safety & Insurance Board (WSIB) of Ontario. The Contractor shall provide proof of WSIB coverage to the Township prior to the commencement of work.

- 6.5. The successful Respondent shall save harmless the Corporation of Township of South Glengarry from any liability and the successful Respondent shall have and maintain commercial general liability insurance coverage that shall, but not be limited to, bodily and personal injury liability, property damage, contractual liability, professional liability and contingent employers liability coverage with an inclusive limit of not less than \$5,000,000 per occurrence for personal injury or property damage, with an annual aggregate of at least \$5,000,000 and a deductible not to exceed \$10,000; the Corporation of the Township of South Glengarry shall be identified as an additional insured on the successful Respondent's insurance policy. The successful Respondent shall also carry standard form automobile liability insurance with an inclusive limit of not less than \$1,000,000 for any one occurrence in respect of the use or operation of vehicles by the Respondent for the provision of services, where those vehicles are owned, leased or not owned by the Respondent.
- 6.6. The successful Respondent is to be known as the operator with regard to Commercial Vehicle Operator Registration (C.V.O.R.) Legislation as defined in the *Highway Traffic Act*.

7. Rights of Respondents/Contractor

- 7.1. By submission of a clear and detailed written notice, a Respondent may amend or withdraw its submission prior to the closing date and time.
- 7.2. Based on an approved invoice submitted to the Township Treasurer, the Contractor shall be entitled to be paid monthly for Work completed.
- 7.3. The Contractor shall be entitled to simple interest calculated at ½ percent per month on late payments.
- 7.4. Submissions and correspondence of Respondents or the Contractor shall be protected by the Freedom of Information and Protection of Privacy Act.

8. Rights of the Township

- 8.1. Notwithstanding anything herein, if it is deemed most favourable in the interest of the Township of South Glengarry, then the Township reserves the following rights, to be exercised at its sole discretion, in order to select a submission that provides the greatest value based on quality, service and price:
- 8.1.1. to accept corrections to a submission after the closing date for obvious clerical errors except those that would vary the bid price;
- 8.1.2. to reject any or all submissions;

- 8.1.3. to accept non-compliant submissions where such non-compliance relates purely to a matter of form, is of a trivial nature, or has no effect upon the relative standing of the submissions.
- 8.2. Notwithstanding anything herein, the Township reserves the following rights in all cases, to be exercised at its sole discretion:
 - 8.2.1. to reject any or all submissions based on one or more of the following factors: safety, financial stability of the Respondent, previous problems with the Respondent in delivering goods or services, the benefits of diversifying the Township's sources of supply, reliability of a Respondent, and other commercially relevant considerations;
 - 8.2.2. to reject any submission that has an all-inclusive cost that is more than 40% below or more than 40% above the average prices submitted and evaluated;
 - 8.2.3. to reject any or all submissions if the fairness or legitimacy of the procurement process could reasonably be called into question
 - 8.2.4. because of interests any and all persons, firms or corporations have in a Respondent's submission;
 - 8.2.5. to modify, extend, suspend, postpone or cancel any part of this solicitation or any subsequent processes without any liability to anyone;
 - 8.2.6. to issue, prior to the closing date, addenda for any part of the procurement process, including: guidelines, plans, specifications, scope of work; requirements, timelines, etc.;
 - 8.2.7. to cancel any Agreement arising out of this procurement process, without liability to the Township, if it is found that the successful Respondent provided information as part of this procurement process that it should have known to be incorrect and, in such circumstances, the Respondent will be liable for any damages incurred by the Township resulting from the cancellation of any such Agreement;
 - 8.2.8. in the event of any emergency or pending emergency, to cancel the solicitation and accept, at any time, the submission that best meets the needs of the Township given the emergency;
 - 8.2.9. the Township may contact any Respondent before, during and/or after this procurement process, including to clarify or gather additional information regarding a submission.

9. Contract Term w/Extension Option

- 9.1. The term of this Agreement shall be for a period of one (1) year commencing on the execution of an Agreement. The Agreement may be extended one (1) additional one-year term at the sole discretion of the Manager of Municipal Law Enforcement, subject to satisfactory performance by the Contractor and mutual agreement on any applicable terms and conditions. The Manager shall provide written notice to the Contractor of the intention to renew at least 30 days prior to the expiry of the initial term.

10. Termination Clause

- 10.1. If the successful Contractor fails to commence, perform, or complete the work or any part thereof within the time specified in the Agreement, or within any extended time granted in writing by the Township, the Township may, without prejudice to any other rights or remedies it may have, terminate the Agreement in whole or in part by written notice to the Contractor. Such termination shall take effect immediately upon delivery of the notice or as otherwise specified therein. In such event, the Township may procure similar services from another source, and the Contractor shall be liable for any excess costs incurred by the Township as a result of the termination and re-procurement.

11. Method of Work

- 11.1. Unless otherwise agreed on, the successful bidder shall complete the work within 7 days of receiving a work order from the Manager of Municipal Law Enforcement.
- 11.2. **Grass/Weed Cutting:** The cut height of grass/weeds shall be between 2" to 3". Trimming of grass/weeds is to be completed for all areas of the property including around buildings, parking areas etc. The Contractor is responsible for the pickup of grass/weed clippings and the disposal thereof off site.
 - 11.2.1. The contractor is responsible for the supply of all equipment and labour to complete the work assigned. Contractors submitting prices are required to have a mower(s) capable of performing the work, a bush hog, a small hand mower and a whipper snipper for trimming.
- 11.3. **Property Clean-up and Maintenance:** The Contractor shall ensure that the property is cleared and free of all litter, rubbish, waste, salvage, refuse, decaying or damaged trees, branches and limbs, objects or conditions that might create a health, fire, accident hazard or unsightly condition.

- 11.4. **Vehicle Removal & Impoundment:** The Contractor shall ensure that the property is cleared and free of all vehicles or items as indicated by the Manager of Municipal Law Enforcement. These vehicles or items shall be moved or taken to and placed or stored in a suitable place and all costs and charges for the removal, care and storage of the vehicle, if any, are a lien upon the vehicle, which may be enforced in the manner provided by the *“Repair and Storage Liens Act”*.
- 11.5. **Building Board-Up:** The Contractor shall board up the building to the satisfaction of the Manager of Municipal Law Enforcement by covering all openings through which entry may be obtained with at least 12.7 mm (0.5 inch) weatherproof sheet plywood securely fastened to the building and painted with a colour compatible with the surrounding walls.