







 [hnhousing.ca](http://hnhousing.ca)

 25 Kent Street N. Unit 2  
Simcoe, ON N3Y3S1

 [hnhc@hnhousing.ca](mailto:hnhc@hnhousing.ca)

 (519) 426-7792

 1-800-265-2819

September 16, 2025

Dear Sir/Madam:

**RE: Invitation to Tender - [SFT HN 09/25](#)**

Unit 2 – 25 Kent St. N, Simcoe  
SFT HN 09/25 – Janitorial Services

On behalf of the Haldimand Norfolk Housing Corporation, we invite your tender submission for the [Janitorial Services](#) at the above noted property.

The [Janitorial Services](#) contract is expected to be awarded within two (2) weeks of close of tenders. Please review our Front End Documents and submit your tender on the enclosed tender forms, completed as indicated.

We ask you to complete the Submission Forms and necessary Appendices and return no later than **11:00 a.m. local time, Friday, October 10<sup>th</sup>, 2025**, to the Haldimand and Norfolk Housing Corporation, Unit 2-25 Kent Street North, Simcoe, Ontario N3Y 3S1 or **fax/email** to (519) 426-7630, **[ksullivan-swick@hnhousing.ca](mailto:ksullivan-swick@hnhousing.ca)**.

Please note that the Haldimand Norfolk Housing Corporation (Owner) shall not be bound to accept the lowest or any other tender submission. The Owner does not bind itself to accept the whole or any part of any tender submission, and in particular if only one submission is received, the Owner reserves the right to reject it. Tenders will be assumed to be entirely in conformance with the specifications, unless they are explicitly noted otherwise.

Please confirm via email your firms intentions of bidding.

If you do not wish to submit a bid, please complete the enclosed "Notice of No Bid" form and return it to the Haldimand and Norfolk Housing Corporation prior to the tender closing date.

Sincerely,

*Marc Puype*

Marc Puype, B.A.Sc  
Director of Development & Technical Services

# SUBMIT WITH BID

Haldimand Norfolk Housing Corporation

SFT HN 09/25 - BID FORM

Tender Number <b>SFT HN 09/25</b>	Project Address <b>Unit 2 – 25 Kent St. N., Simcoe</b>	Closing Date <b>Friday, October 10<sup>th</sup>, 2025</b>	Time <b>11:00 a.m.</b>
Submitted To (Owner) <b>Haldimand Norfolk Housing Corporation</b>		Job Description <b>Janitorial Services</b>	

Bidder	Legal Name
Telephone Number (      )	Fax Number (      )
Address	
City	
Province	Postal Code

## 1. Bid Price

Having examined the Bid Documents as listed in "Appendix A" to this Stipulated Price Bid, and Addenda No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive, all as issued by **Haldimand Norfolk Housing Corporation** and having visited the Place of the Work; I hereby offer to enter into a Contract to perform the Work required by the Bid Documents for the stipulated price of

\_\_\_\_\_/Dollars \_\_\_\_/Cents

Written form in Canadian funds which price includes Value Added Taxed Brought from Appendix "F" Bid Schedule

(\$ \_\_\_\_\_) Numeric form in Canadian funds, which price includes Value Added Taxes.

Brought from appendix "F" Bid Schedule

Show separate tax amounts (included in price above):

HST (Harmonized sales Tax) (\$ \_\_\_\_\_)

This tender is firm, irrevocable and open to acceptance by the Owner for 60 days for Tender closing.

## 2. Bid Security

I enclose a bid bond, certified cheque, bank draft or irrevocable letter of credit in the minimum amount of \_

---Not Applicable--- Dollars (\$\_\_N/A\_\_) payable to the Owner and valid for 60 days from the date of Bid closing.

## 3. Declarations

3.1 I hereby declare that:

a) I agree to perform the Work in compliance with the required completion schedule stated in the Bid Documents.

3.2 I certify that:

a) that I am not a party to, privy to any deceit to mislead the Owner into accepting this Bid as a truly competitive Bid whether to the prejudice, injury or benefit of the Owner;

b) The prices contained in this Bid are quoted in good faith without any collusive arrangement with any other person or entity;

c) I have no financial interest in any other entity which;

i) is or has rendered goods or services to **Haldimand Norfolk Housing Corporation**.

ii) is submitting a bid for this Work; except for the following

## 3.3 Accessibility for Ontarians with Disabilities Act Compliance Statement

I/We the undersigned, in submitting this Accessibility Compliance Form to the **Haldimand Norfolk Housing Corporation** have authority to bind the firm/Company and do hereby make the following statements that I/We certify to be true and complete in every respect.

I/We acknowledge that as a vendor of the **Haldimand Norfolk Housing Corporation** we are bound to comply with the *Accessibility Standards for Customer Service, Ontario Regulation 429/07* under the *Accessibility for Ontarians with Disabilities Act, 2005 (AODA)* as amended from time to time.



# SUBMIT WITH BID

SFT HN 09/25 BID FORM

In accordance with the requirements of Section 6 of the regulation, I/we understand that effective January 1, 2012 all individuals who provide service to or on behalf of [Haldimand Norfolk Housing Corporation](#) must receive training that includes the following content:

- A review of the purposes of the *Accessibility for Ontarians with Disabilities Act, 2005* and the requirements of the customer service standard;
- How to interact and communicate with people with various types of disabilities;
- How to interact with people with disabilities who use an assistive device, service animal or support person;
- How to use the equipment or assistive devices available on the premises that may assist in the provision of goods and services to people with disabilities;
- What to do if a person with a particular type of disability is having difficulty accessing goods or services; and
- [Haldimand Norfolk Housing Corporation's](#) Accessible Customer Service Policy and related procedures and practices (available November 1, 2011).

I/We certify that effective [January 1, 2018](#) at the latest, all required training will be received by current and future new employees, agents, sub-contractors, volunteers, or others for whom we are responsible, prior to providing goods or services to, or on behalf of the [Haldimand Norfolk Housing Corporation](#).

I/We certify that we will track the training of employees, agents, sub-contractors for whom we are responsible and will produce a written record of completed training as required under the customer service standard, upon request.

I/We understand the [Haldimand Norfolk Housing Corporation](#) is relying on this certificate to ensure that any employees, sub-contractors or other representatives of our firm who have any dealings with the public on behalf of the [Haldimand Norfolk Housing Corporation](#) have received training as required by *Accessibility Standards for Customer Service, Ontario Regulation 429/07*.

I/We understand that if this Certificate is found not to be true and complete in every respect, the [Haldimand Norfolk Housing Corporation](#) has the authority to discontinue the services of our firm/Company.

I/We am/are authorized to sign this Certificate, and to submit it on behalf of the Company.

Signatures

Witness

Signed and Submitted for and on behalf of:

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of person signing

\_\_\_\_\_  
WSIB Account Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Name and Title of person signing

\_\_\_\_\_  
Policy Number

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, [2025](#).

N.B. where legal jurisdiction or Owner requirement call for:

- (a) proof of authority to execute this Bid: attach such proof of authority in the form of a certified copy of the resolution naming the representative(s) authorized to sign this Bid for and on behalf of the Corporation or Partnership; or
- (b) the affixing of a corporate seal, this bid should be properly sealed; or
- (c) where the context requires, words in the singular in this Tender Submission Form and all attached Appendices shall include the plural.

# SUBMIT WITH BID

## TENDER SUBMISSION - APPENDIX "A"

### LIST OF BID DOCUMENTS

Unit 2 – 25 Kent St. N., Simcoe  
SFT HN 09/25- Janitorial Services

The following is the list or description of the Bid Documents referred to in the Bid for the above named Project:

#### ADMINISTRATIVE DOCUMENTS

- Invitation to Tender Letter

#### TENDER SUBMISSION DOCUMENTS

- Tender Submission Bid Form and Appendices A, B, C, D, E, & F.
- Tender Submission Envelope
- Conflict of Interest Declaration Form 1

#### SPECIFICATIONS

- Instructions to Bidders and General Conditions
- Section 01001: General Requirements
- Section: 99001: Janitorial Services Specification
- Janitorial Requirement Checklist



# SUBMIT WITH BID

TENDER SUBMISSION - APPENDIX "B"

## ALTERNATIVES

The following are my prices for the Alternatives listed below. Such Alternatives are not included in the Lump Sum Fixed Price set out in the Tender Submission Form. Indicate adjustments to the Harmonized Sales Tax Separately. (Refer to General Conditions). Completion of this form is optional.

ALTERNATIVES PRICE  
(Description)

ADJUSTMENT FOR ALTERNATIVE  
EXTRA (+) CREDIT (-)

---

# SUBMIT WITH BID

TENDER SUBMISSION - APPENDIX "C"

## LIST OF SUBCONTRACTORS

Unit 2 – 25 Kent St. N., Simcoe  
SFT HN 09/25- Janitorial Services

The following are the subcontractors I intend to use for the division or section of the Work listed therewith (indicate "Own Forces" where no subcontractor is to be used):

TRADE	COMPANY NAME	ADDRESS

Should the subcontractors proposed above be accepted by the Owner, no substitutions shall be made unless authorized in writing by the Owner.

Failure to submit this form fully completed may result in disqualification of the bid, at the Owner's discretion.

# SUBMIT WITH BID

TENDER SUBMISSION - APPENDIX "D"

## PERFORMANCE REFERENCES

Unit 2 – 25 Kent St. N., Simcoe  
SFT HN 09/25- Janitorial Services

Failure to submit this form fully completed may result in disqualification of the bid, at the Owner's discretion.

Contractors submitting a bid;

1. Who have not previously been awarded a [Haldimand Norfolk Housing Corporation](#) contract, are requested to complete the following:
  1. List the names of two owner(s) or consultant(s) for whom you have recently completed similar work, for reference purposes.
  2. Give a brief description of work carried out.
2. Who have previously been awarded a [Haldimand Norfolk Housing Corporation](#) contract, are requested to complete the following using [HNHC](#) information, for reference purposes:

NAME:		PHONE	
ADDRESS:			
WORK DESCRIPTION:			

NAME:		PHONE	
ADDRESS:			
WORK DESCRIPTION:			

Pursuant to the authority of the *Municipal Freedom of Information and Protection of Privacy Act*, I, \_\_\_\_\_, authorize the [Haldimand Norfolk Housing Corporation](#) to contact the person or company listed for the purpose of obtaining reference information.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(an authorized signing officer)

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



# SUBMIT WITH BID

TENDER SUBMISSION - APPENDIX "E"

## PROVINCIAL TAX COMPLIANCE DECLARATION

Unit 2 – 25 Kent St. N., Simcoe  
SFT HN 09/25- Janitorial Services

Failure to submit this form fully completed may result in disqualification of the bid at the Owner's discretion.

### PROVINCIAL TAXES

Bidders must submit with their tender, the following declaration, signed by an authorized officer, certifying that the firm's Ontario taxes are in good standing.

### TAX COMPLIANCE DECLARATION

The [Haldimand Norfolk Housing Corporation](#) expects all suppliers to pay their provincial taxes on a timely basis. In this regard, bidders are advised that any contract with the [Haldimand Norfolk Housing Corporation](#) will require a declaration from the successful bidder that his/her company's provincial taxes are in good standing.

In order for a company to be considered for a contract award, the bidder must submit the following statement of the company's tax compliance status:

I/We hereby certify that \_\_\_\_\_ at the time of submitting  
(Legal name of company)

this bid, is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
(Municipality)

\_\_\_\_\_  
(Signature of an authorized signing officer)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Telephone Number)

# SUBMIT WITH BID

TENDER SUBMISSION - APPENDIX "F"

## BID SCHEDULE

Unit 2 – 25 Kent St. N., Simcoe  
SFT HN 09/25- Janitorial Services

The bid schedule is to form the basis of the tender submission and is to be used to compute the Lump Sum Price to be entered on the Tender Submission Form. Failure to submit this schedule fully completed may result in disqualification of the bid, at the owner's discretion.

Prices are for the completed work including all work associated with each item, all applicable taxes (except HST - shown separately), overhead, profit, and all other Contractors expenses in accordance with the contract documents.

**Note: Cost for April & October additional work is required, otherwise your Bid will be deemed invalid.**

Address	Additional Work		Regular Duties	Total
	April	October	Jan-Dec	
Unit 2 – 25 Kent St. N., Simcoe	\$	\$	\$_____ x 12 = \$_____	\$
Annual Sub-Total:				\$
H.S.T.:				\$
Total Cost:				\$

**BRING THIS TOTAL FORWARD TO BID SUBMISSION FORM**

### Schedule of Unit Prices for additional Work if required

The following unit prices shall include overhead, profit, provincial sales tax where applicable, and all charges to the contractor and shall represent the actual cost to the Owner. These unit prices shall be used for all revisions to the contract. Harmonized Sales Tax (H.S.T.) shall be calculated separately on the total value of any change order. **Do NOT include Unit Prices in Total Lump Sum Price.**

### Description

- .1 Proponents must bid on all work for all properties listed on the Bid Submission Form & on this document
- .2 Contractor is required to verify all job conditions
- .3 Failure to submit this Bid Schedule will render the Bid Submission null and void at the sole discretion of the Haldimand-Norfolk Housing Corporation

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

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

Name of person signing: \_\_\_\_\_

Signature: \_\_\_\_\_

# SUBMIT WITH BID

NOTICE OF NO BID  
Quotation/Tender No: [SFT HN 09/25](#)

**NOTE:** Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date to the Haldimand and Norfolk Housing Corporation in your own envelope. **Please do not use the envelope provided with the tender package.**

---

A Quotation is not being submitted for the following reason(s)

- ☐ We do not supply/install the required goods/services.
- ☐ We do not supply/install to stated specifications.
- ☐ Specifications are not sufficiently defined.
- ☐ Insufficient information to prepare quotation/tender.
- ☐ Quantity too small.
- ☐ Quantity too large.
- ☐ Quantity beyond our capacity.
- ☐ Cannot handle due to present work load.
- ☐ Cannot obtain material in time to meet schedule.
- ☐ Cannot meet completion date.
- ☐ Cannot quote/tender a firm price at this time.
- ☐ Insufficient time to prepare quote/tender.
- ☐ We are unable to competitively quote/tender at this time.
- ☐ We do not have the equipment to handle this job.
- ☐ Licensing restrictions. (Please explain).
- ☐ Agreements with distributors/dealers do not permit us to sell directly.
- ☐ Other reasons or additional comments. (please provide details below).

We wish to quote/tender on similar goods/services in future

☐ YES   ☐ NO

---

Firm Name: \_\_\_\_\_

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

City: \_\_\_\_\_

Prov: \_\_\_\_\_

Postal Code: \_\_\_\_\_

**Authorized Company Official**

Signature: \_\_\_\_\_

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

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



# SUBMIT WITH BID

## Form 1 Conflict of Interest Declaration

### SUBMIT WITH VENDOR SUBMISSION

Unit 2 – 25 Kent St. N, Simcoe (OFFICE)  
SFT HN 09/25 - Janitorial Services

### CONTRACTOR'S SUBMISSION FORM

Failure to submit this form fully completed and signed may result in the disqualification of the bid at the Owner's discretion.

I / We acknowledge our responsibility to disclose to the Haldimand-Norfolk Housing Corporation, South and Metcalfe Non-Profit Housing Corporation and Dunnville Non-Profit Housing Corporation all actual or perceived conflicts of interest which may exist while acting as the contractor as noted in the attached Ontario Regulations (O. Reg. 339/01, s.4.) for Conflict of Interest.

I / We further acknowledge our responsibility to disclose to the Haldimand-Norfolk Housing Corporation, South and Metcalfe Non-Profit Housing Corporation, and Dunnville Non-Profit Housing Corporation in writing, on an ongoing basis, any actual or perceived conflicts of interest which arise during the performance of the contract. These actual or perceived conflicts of interest must immediately be disclosed in writing. If an actual or perceived conflict of interest exists, I / we have attached a comprehensive written submission of the complete nature of this actual or perceived conflict of interest. I / We are aware that this information may be submitted to the Service Manager, Norfolk County by the Haldimand-Norfolk Housing Corporation, South and Metcalfe Non-Profit Housing Corporation, and Dunnville Non-Profit Housing Corporation. I / We authorize its submission and use by the Haldimand-Norfolk Housing Corporation, South and Metcalfe Non-Profit Housing Corporation, Dunnville Non-Profit Housing Corporation, and the Service Manager, Norfolk County.

#### Declaration (INDICATE APPLICABLE)

- ☐ I / We have a conflict of interest
- ☐ I / We have a perceived conflict of interest
- ☐ I / We hereby certify that \_\_\_\_\_ at the time of submitting  
(LEGAL NAME OF COMPANY)  
this bid, does not have a conflict of interest.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
(Municipality)

\_\_\_\_\_  
(Signature of an authorized signing officer)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

# SUBMIT WITH BID

## Social Housing Reform Act, 2000

### Excerpt O. Reg. 339/01

#### Conflict of interest

4. (1) This section applies to a housing provider in addition to the provisions of the Act listed in subsection 3 (1) to which the housing provider is subject. O. Reg. 339/01, s. 4 (1).

(2) A conflict of interest exists if any of the following situations occur:

1. The personal or business interests of a director, officer, agent or employee of a housing provider are in conflict with the interests of the housing provider.
2. A personal gain, benefit, advantage or privilege is directly or indirectly given to or received by a director, officer, agent or employee of the housing provider or a person related to one of them as a result of a decision by the housing provider. O. Reg. 339/01, s. 4 (2).

(3) A director, officer, agent or employee of the housing provider shall not enter into any situation, arrangement or agreement which results in a conflict of interest. O. Reg. 339/01, s. 4 (3).

(4) Directors, officers, agents and employees of the housing provider must notify the chair of the board of directors of the housing provider of every potential or actual conflict of interest no later than the first meeting of the board after the director, officer, agent or employee becomes aware that he or she has entered into a situation, arrangement or agreement that results in or may result in a conflict of interest. O. Reg. 339/01, s. 4 (4).

(5) The board of directors shall consider the notice given under subsection (4) no later than the second meeting of the board after the notice is given and consideration of the notice must be reflected in the minutes of the meeting. O. Reg. 339/01, s. 4 (5).

(6) The chair of the board shall notify the service manager in writing of the receipt of every notice under subsection (4) and the board of directors shall resolve every conflict of interest or potential conflict of interest to the satisfaction of the service manager. O. Reg. 339/01, s. 4 (6).

(7) Despite subsection (3), a director, officer, agent or employee or a person related to one of them may directly or indirectly receive a gain, benefit, advantage, privilege or remuneration from the housing provider if all of the following conditions are satisfied:

1. A notice of the conflict of interest or potential conflict of interest is given in accordance with subsection (4).



# SUBMIT WITH BID

2. The service manager agrees that there is no reasonable alternative for the housing provider other than entering into the situation, arrangement or agreement that results in or may result in the conflict of interest. O. Reg. 339/01, s. 4 (7).

(8) For the purposes of this section, a person related to a director, officer, agent or employee includes a parent, spouse, child, household member, sibling, uncle, aunt, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law or grandparent, or a person with whom the director, officer, agent or employee has a business relationship. O. Reg. 339/01, s. 4 (8); O. Reg. 341/05, s. 1 (1).

(9) In this section,

“child”, in relation to an individual, means a child of the individual born within or outside marriage (unless that child has been adopted by one or more other individuals in Ontario or according to the law of another jurisdiction), a child adopted by the individual in Ontario or according to the law of another jurisdiction, and a child whom the individual has demonstrated a settled intention to treat as a child of his or her family, but does not include a child placed in the individual’s home as a foster child for consideration by another person having lawful custody; (“enfant”)

“parent”, in relation to an individual, means a natural parent of the individual (unless the individual has been adopted by one or more other persons in Ontario or according to the law of another jurisdiction), an adoptive parent of the individual who has adopted the individual in Ontario or according to the law of another jurisdiction, and a person who has demonstrated a settled intention to treat the individual as a child of his or her family, but does not include a person in whose home the individual has been placed as a foster child for consideration by another person having lawful custody; (“père ou mère”)

“spouse”, in relation to a person, means,

- (a) an individual who, together with the person, has advised the housing provider that the individual and the person are spouses, or
- (b) an individual who is residing in the same dwelling place as the person, if the social and familial aspects of the relationship between the individual and the person amount to cohabitation and,
  - (i) the individual is providing financial support to the person,
  - (ii) the person is providing financial support to the individual, or
  - (iii) the individual and the person have a mutual agreement or arrangement regarding their financial affairs. (“conjoint”) O. Reg. 339/01, s. 4 (9); O. Reg. 341/05, s. 1 (2-4).



NOVEMBER, 2010

00210 -1

**Index**

- 0.0 General
- 1.0 Vendor Submissions
- 2.0 Acceptance and Rejection of Vendor Submissions
- 3.0 Examination of the Site, Specifications and Drawings
- 4.0 Taxes and Duties
- 5.0 Award of Contract
- 6.0 Addenda
- 7.0 Qualification Information
- 8.0 Municipal Freedom of Information and Protection of Privacy Act
- 9.0 Vendor Submission Withdrawal and Modification Procedures
- 10.0 Document Submission Deposit (if required)
- 11.0 Agreement to Bond (if required)
- 12.0 Sub-Contractors
- 13.0 Owner Rights
- 14.0 Collusion and Conflict of Interest
- 15.0 Code of Conduct

**0.0 General****0.1 Definitions**

"Document" means the Document describing the goods and/or services to be purchased and the terms upon which the goods and/or services are to be purchased and includes without limitation, those Documents referenced on the index of the Document and such addenda as may be issued by the Owner from time to time.

"Operator" means the Owner's operations employees, and/or contract operator of the site where the work is being performed.

"Owner" means the Haldimand Norfolk Housing Corporation, and for the purposes of the performance of the Contract, shall mean the entity awarding the Contract.

"Vendor" means the entity submitting a Vendor Submission to the Document and includes the terms "Bidder" and "Contractor".

"Vendor Submission" means the Document as completed by the Vendor for the purpose of offering to sell to the Owner the services and/or goods specified in the Document, and include but are not limited to quotations, tenders and proposals and include the terms "Bid" and "Tender Submission".

**0.2 General**

The intent of this Request for Tender/Quotation is to invite and receive Vendor Submissions to furnish labour and materials, services and incidentals to perform the Work as described in the Documents.

**0.3 DATE AND PLACE FOR RECEIVING VENDOR SUBMISSIONS AND ACCEPTANCE PERIOD**

- 0.3.1 Vendor Submissions will be received electronically by the Owner on or before 11:00 a.m. local time on the 10<sup>th</sup> day of October 2025, at the office of Haldimand Norfolk Housing Corporation, Unit 2 – 25 Kent St. N, Simcoe ON N3Y 3S1. TEL: 519-426-7762 ext. 117.

**Submissions to be sent electronically to: [ksullivan-swick@hnhousing.ca](mailto:ksullivan-swick@hnhousing.ca).**

Vendor Submissions shall be irrevocable and open for acceptance for a period of 60 days following the date of the Vendor Submission Closing.

It is the vendor's sole responsibility to ensure their submissions are received by the time and date specified within the Document.

0.4 MANDATORY SITE VISIT

0.4.1 "REQUIRED"

0.5 INFORMATION AND COMMUNICATIONS

- 0.5.1 Inquiries related to **technical aspects** of the drawings or specification shall be submitted in writing to the Owners Representative at least four working days prior to closing:

**Marc Puype, Director of Development & Technical Services**  
**mpuype@hnhousing.ca**  
**Haldimand Norfolk Housing Corporation**  
**Tel. No.: (519) 426-7792 or 1-800-265-2819 EXT 117**

- 0.5.2 Inquiries related to the **administrative aspects** of the tender Documents shall be submitted in writing to the Owners Representative at least four working days prior to closing:

**Kerri Sullivan-Swick, Contracts Coordinator**  
**ksullivan-swick@hnhousing.ca**  
**Haldimand Norfolk Housing Corporation**  
**Tel. No.: (519) 426-7792 or 1-800-265-2819 EXT 141**

- 0.5.3 The Vendor shall promptly notify the Owner of any ambiguity, inconsistency or errors discovered upon examination of tender Documents, site, existing premises and local conditions.

- 0.5.4 Replies to questions and modifications to the tender Documents will be issued in writing in the form of an Addendum where appropriate.

- 0.5.5 Replies to questions and modifications in any other manner will not be legally binding. No oral communications will be considered binding.

1.0 Vendor Submissions

- 1.1 Vendors shall submit Vendor Submissions **properly sealed in the envelope provided and** on the Vendor Submission Form supplied and deliver such Vendor Submission so that it is in the hands of the Owner or as may be designated in the Invitation to Vendors, within the time and at the location specified in the submission requirements. **- NOT APPLICABLE FOR THIS TENDER -**

- 1.2 The Vendor must:

- (a) **put the Vendor's name and return address on the envelope provided for the Vendor Submission Form, or affix the label provided by the Owner to an envelope marked with the Vendors name and address; - NOT APPLICABLE FOR THIS TENDER -**
- (b) complete and fully execute the Vendor Submission Form supplied in all respects with appropriate Documents and all requisite information; and



NOVEMBER, 2010

00210 -3

- (c) provide bid security (NOT required) as specified in the Vendor Submission Form.
- 1.3 The Vendor Submission and any amendments **MAY** be submitted by telecommunications which include but are not limited to telephone transmission of facsimile and electronic mail.

- 1.4 Vendors shall not make any changes or alterations to the Document as issued by the Owner.

The Vendor Submission of any Vendor found prior to the award to have made such alterations shall be disqualified by the Owner and shall be given no further consideration.

In the event that following an award an alteration is discovered to have been made by the successful Vendor, the Document as issued by the Owner shall be deemed to contain the governing terms and conditions between the parties, and any alterations made to it by the Vendor shall be of no force or effect. The Owner shall further have the right, at its sole option, to terminate any Contract with a Vendor who subsequent to award, is found by the Owner to have altered the Owner's Document. This right is in addition to and without prejudice to all other rights, remedies, actions or alternatives that may be available to the Owner.

- 1.5 (a) The Vendor Submission must be made on the printed forms supplied by the Owner for the purpose and must be clearly legible with all blanks filled in, using ink or type. Scanning is not permitted.
- (b) The Vendor Submission must be signed by a person or persons authorized to sign on behalf of the Vendor and the same person or persons shall initial any erasures, overwriting or strikeouts within the Vendor Submission.
- (c) All pricing in the Vendor Submission must be expressed in figures and in writing, and must be in Canadian dollars.
- (d) Prices in the Vendor Submission must include all costs necessary to complete the Work in accordance with the Document including customs and duties.
- (e) No oral or written alterations or variations in the terms and conditions of the Document and/or Contract shall be valid or binding upon the Owner unless authorized by the Owner in writing.
- (f) Vendor submissions which are qualified or subject to any conditions, limitations or restrictions shall be rejected by the Owner.
- (g) The Vendor acknowledges that it is solely responsible for obtaining and reviewing all the Contract Documents and all addenda issued by the Owner pertaining to the Document.
- 1.6 The Vendor must observe carefully all requirements and conditions of the Documents submitted pursuant to this part 1.0.

## **2.0 Acceptance and Rejection of Vendor Submissions**

- 2.1 Under no circumstances will the Owner consider a Vendor Submission which is:
- (a) not received at the address given in the Request for Tender/Quotation, within the time prescribed therein;
- (b) not properly signed.
- 2.2 The Owner has the unqualified right to:



NOVEMBER, 2010

00210 -4

- (a) accept or reject any Vendor Submission of all Vendor Submissions; and
  - (b) waive the formalities in any Vendor Submission Documents as the interest of the Owner may require; without giving any reasons for such action.
- 2.3 The Owner is not obligated to accept any Vendor Submission because it is the lowest bid submitted.
- 3.0 Examination of the Site, Specifications and Drawings**
- 3.1 Before submitting a Bid, carefully examine the site of the proposed work, evaluate the existing conditions and limitations and include the amounts in the Vendor Submission to cover the cost of all items required to be done to fulfill the Contract.
- 4.0 Taxes and Duties**
- 4.1 The bidder must make provision in the Bid to cover the full cost of Federal, Provincial, Municipal Taxes, Permits and Fees and provide its HST Registration Number.
- 4.2 In the event of any change in any applicable tax made public after the date of tender closing, the Contract Price shall be adjusted by an amount equal to the increase or decrease in the cost of the Work to the Contractor brought about by the change in such tax.
- 4.3 The Vendor shall complete the **TAX COMPLIANCE DECLARATION** supplied with the Bid Form as Appendix E, (or as Appendix C in Maintenance Service Agreement Quotations) certifying that all Taxes of its company are in good standing.
- 5.0 Award of Contract**
- 5.1 When a Bid is called for more than one project, a contract may be awarded on the basis of any one or designated group of projects but not all, listed in the Request for Tender/Quotation.
  - (a) Bidders wishing to bid on more than one parcel of the work may do so provided a separate submission is made for each parcel.
- 5.2 The Owner has up to sixty (60) days after the date of tender closing to notify the Vendor that its Bid is accepted.
- 5.3 The Contract shall be deemed to be awarded on the date that the Owner advises the Vendor in writing of such award.
- 5.4 If there is any discrepancy in the Vendor Submission Form or Documents submitted by the Vendor, between any amount shown in writing and in figures, the Owner may choose to accept the amount shown in writing or to reject the Vendor's Submission.
- 5.5 Unit Prices
  - (a) Any quantities given in the Request for Tender/Quotation which are to be priced on a unit basis are approximate only, and are based on information available to the Owner at the time of tendering. Final quantities for payment of tender items supplied on a unit price basis shall be based on actual field measurements as determined by the Owner;
  - (b) In the case of an error made by the Vendor in extending the unit prices, the Owner will use the unit price to determine the correct Bid price.

NOVEMBER, 2010

00210 -5

- 5.6 The Owner reserves the right to award the contract in its entirety or in part to one or more Vendors in accordance with its requirements. Prior to award, the Owner reserves the right to perform a site visit at the Vendor's facilities for the purpose of evaluating the Vendor's Submission.

- 5.7 If a Contract is awarded, the following Documents will all form part of the Contract:

Instructions to Vendors  
General Conditions  
Supplementary Terms and Conditions  
General Requirements  
Request for Tender/Quotation Form  
Specifications with Appendices and Addenda  
Schedules  
Drawings  
Conflict of Interest Declaration  
Code of Conduct  
Conditional Award Letter  
Contract Award Letter

## **6.0 Addenda**

- 6.1 Addenda, if required, issued by the Owner and related to this Contract shall hereby form part of the Contract. The Owner reserves the right to issue Addenda of required additions to, deletions from, or alterations to requirements of the Bid Documents. Such changes shall become an integral part of the Bid Documents, and shall be allowed for in arriving at the Bid Price.

Any addenda related to this contract will be forwarded to the registered vendors via mail, however we do not guaranty that addenda will be mailed to you or received by you. It is the vendor's sole responsibility to contact the Owner to inform themselves of any addenda issued.

- 6.2 Insert in space provided on Bid Form, the number of all Addenda received during the bidding period including any bound into the specifications.
- 6.3 Acknowledgement of addenda on the Bid Form shall indicate that the vendor has received the addenda in its entirety, has read and understood its content, and all addenda were considered when the bid was prepared. Submissions which do not provide evidence of receipt of addenda as requested in each Document may be rejected by the Owner as non-compliant.
- 6.4 If no Addenda have been received, insert the word "NONE" instead.

## **7.0 Qualification Information**

- 7.1 The Owner reserves the right to require any Vendor to submit qualification information prior to the award of the Contract, which information shall include evidence of the capability of the Vendor to properly carry out and maintain the work and the equipment, together with details of the qualifications of the Vendor's staff that may be employed in the execution of the Contract.
- 7.2 The Owner reserves the right of interpretation of qualification information and any decisions made by the Owner based upon its findings which may affect the award of the Contract shall be final.
- 7.3 The Owner reserves the right to give preference to materials, products and equipment:
- (a) Of Canadian origin and manufacture;

NOVEMBER, 2010

00210 -6

- (b) Which can demonstrate environmental benefit;
- (c) Which are energy efficient.

**8.0 Municipal Freedom of Information and Protection of Privacy Act**

8.1 The Vendor Submission and any information related thereto are subject to the Municipal Freedom of Information and Protection of Privacy Act.

8.2 Any proprietary or confidential information of the Vendor should be identified as such and the desired treatment of the information stated.

**9.0 Vendor Submission Withdrawal and Modification Procedures**

9.1 The Owner will permit Vendors to withdraw their bids under the following conditions:

- (a) The Vendor must make a withdrawal request prior to the closing time for the acceptance of Vendor Submissions, in person, or by letter or facsimile to the Owner. Telephone requests will not be allowed;
- (b) The withdrawal of a Vendor Submission shall not preclude the Vendor from submitting another Vendor Submission for the same tender within the stipulated closing time for that tender;
- (c) Vendor Submissions which have met the criteria for withdrawal will not be opened and will be returned unopened to the Vendor.

9.2 Modifications to Bids will be accepted in the following form only:

- (a) Modification of Vendor Submission shall not reveal the original amount nor the revised amount; only the amount to be added or subtracted from the original amount shall be stated;
- (b) By letter, signed by the same authorized representative who signed the Request for Tender/Quotation Bid Form;
- (c) Modification must be received before bid closing time.

9.3 If the Vendor does not provide performance security, insurance or other Documents required by the General Conditions, the Owner may treat the Vendor Submission as disqualified.

9.4 If the Vendor alters or withdraws its Bid after tender closing the Owner may retain the bid security and reserves the right to recover any damages suffered by the Owner. In addition, the Owner reserves the right to discipline the Vendor in accordance with its policies.

**10.0 Document Submission Deposit (if required) – NOT APPLICABLE FOR THIS TENDER –**

In order to be considered, Vendor Submissions shall be accompanied by a document submission deposit in the form of a certified cheque or bank draft payable to the Owner.

**The amount of the document submission deposit to accompany your submission is \$0.00.**

Interest shall not be paid on the document submission deposit. A bid bond will not be accepted in lieu of a certified cheque or bank draft.

The document submission deposit of the two lowest Vendors will be retained after opening of the Vendor Submissions. These two document submission deposits will be returned within 45 days of the award of the Contract, unless otherwise specified within this Document.



NOVEMBER, 2010

00210 -7

The document submission deposit of the Vendor whose submission is accepted shall be forfeited by the Vendor should the Vendor fail to execute the contract or provide the necessary documents as required within this Document (including, without limitation, satisfactory bonds, insurance certificate, Workplace Safety and Insurance Board letter of clearance) within seven days after receiving written notice from the Owner of the award of the Contract to the Vendor.

**11.0 Agreement to Bond (if required) – NOT APPLICABLE FOR THIS TENDER –**

In order to be considered for award, the Vendor shall submit as part of their Vendor Submission, an Agreement to Bond in the form attached in the Appendices, completed by a Bonding Company with an A.M. Best rating of B+ or better. Any others will not be accepted. Each vendor must submit the completed Agreement to Bond with its tender in order to validate their bid.

Upon receipt of written notice from the Owner that it has been awarded the Contract, the successful Vendor shall provide, within seven days of such notice, a Performance Bond and a Labour and Material Payment Bond, each for the amount of 50 per cent of the total lump sum price, to guaranty the performance of all obligations of the Contract.

**12.0 Sub-Contractors**

The Vendor shall provide in the Vendor Submission the name and address of each of its proposed Subcontractors to be utilized in this project.

The Owner will not require completed Agreement to Bond forms for the Subcontractors' bonds mentioned above to be submitted by the Vendor at the time of Tendering. The Vendor may decide, at the Vendor's discretion to obtain Agreements to Bond from the Vendor's Subcontractors at the time of Tendering.

**13.0 Owner Rights**

The Owner reserves the right, in its sole and absolute discretion to:

- (a) deem a Vendor Submission to be unbalanced and may reject any and all Vendor Submissions, which it deems, and for this purpose, "unbalanced" shall include, without limitation, a Vendor Submission, which does not reflect a realistic breakdown of the costs of each or any portion of the Work;
- (b) adjust the totals in a Vendor Submission where there are errors in extensions, additions, or computations. In such cases, the unit prices shown shall govern;
- (c) reject any or all Vendor Submissions, accept a Vendor Submission which is not the lowest price, reject a Vendor Submission even if it is the only one received by the Owner; and cancel this request for Vendor Submissions at any time either before or after the receipt of Vendor Submissions, following which the Owner may proceed as it determines in its sole discretion, including without limitation, negotiating with any one or more of the vendors or any other person or entity for the performance of the Work under such terms, and conditions as the Owner may decide in its sole discretion, or issuing a new request for Vendor Submissions on the same or modified terms, all without liability to itself;
- (d) inspect and have a demonstration of the goods and/or services offered prior to award of a Contract and request evidence of experience, ability or financial standing;
- (e) waive formalities, technical defects, irregularities and omissions in a Vendor Submission and may accept a Vendor Submission, which does not comply with the



NOVEMBER, 2010

00210 -8

formal requirements of the Document, if in doing so the best interests of the Owner will be served;

- (f) remove from the Owner's list of Vendors, the name of any Vendor for failure to accept a contract or for unsatisfactory performance or non-performance of a contract; and,
- (g) fully evaluate the Vendor Submission, which evaluation may include, without limitation, a review of references, past performance, history, completion history (including extended completion dates, litigation history (including construction liens filed by subcontractors for non-payment) and claims history of the Vendor, and to reject a Vendor Submission if same is not satisfactory to the Owner.
- (h) seek further information and/or clarification, including without limitation a detailed price breakdown, from any Vendor after the closing time, for the purposes of assisting the Owner in interpreting and evaluating any Vendor Submission and interpreting any inconsistencies which may appear in any Vendor Submission, and the Owner shall have right to consider and rely on such further information and clarifications in evaluating the Vendor Submissions and awarding the Contract.

#### **14.0 Collusion and Conflict of Interest**

- 14.1 Should the Vendor give or offer any gratuity to or attempt to bribe any member, officer or employee of the Owner, or to commit collusion or fraud, the Owner shall be at liberty to reject the Vendor Submission, or if a Contract has been awarded, terminate the Contract forthwith, without liability to itself, and to rely upon the sureties as provided for.

The Vendor represents and declares that:

- (a) no member, officer or employee of the Owner has or will have an interest, directly or indirectly, in the performance of the Contract, or in the supplies, Work or business in connection with the said Contract, or in any portion of the profits thereof, or in any monies to be derived therefrom;
- (b) the Vendor Submission is not made in collusion with any other Vendor making a Vendor Submission for the same goods and services and is, in all respects, fair and without fraud.

- 14.2 Each Bidder must include in its bid the following statements:

- 14.2.1 That the bidder does not have, and will not have any conflict of interest (actual or potential) in submitting its Bid or, if selected, with the contractual obligations of the bidder as Contractor under the Agreement. Where applicable, a Bidder must declare in its Bid any situation that may be a conflict of interest in submitting its Bid, or if selected, with the contractual obligations of the bidder as Contractor under the Agreement; and
- 14.2.2 That the Bidder neither has, nor has access to any Confidential Information as defined below;

Confidential Information refers to confidential information of the Owner (other than confidential information which is disclosed to bidders in the normal course of the bidding process); the Confidential Information is relevant to the Work required by the Bid Documents, their pricing or the Bid evaluation process; and the disclosure of which could result in the prejudice to the Owner or an unfair advantage to the Bidder.

- 14.3 In addition, each Vendor Submission shall include the following information:

- 14.3.1 A list of the names, addresses and telephone numbers of the persons who participated in the development of the Vendor Submission; and
  - 14.3.2 A list of the names of any former employees of the Owner, and their job classification, that the bidder has either appointed to its board of directors or employed since January 1, 2001.
  - 14.3.3 **The Vendor shall complete the Declaration of Conflict of Interest Form 1 and submit with Vendor Submission.**
- 14.4 The submission of any Vendor Submission may be disqualified where the Vendor fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above. Further, the Owner shall have the right to rescind any contract with the selected Vendor in the event that if the Owner in his/her sole discretion determines that the selected Vendor has made a misrepresentation regarding any of the above. This is in addition to or in lieu of any other remedies that the Owner has in law or in equity.
- 15.0 Code of Conduct**
- 15.1 While your firm is performing work for the Owner, the home and apartment building sites will remain open and accessible to the public and staff members. Your employees, suppliers, and sub-contractors must be made aware of the following list of rules to be followed while they are on the site:
- 1. The use of facilities or equipment (such as washrooms, electrical power, water, etc.) is not permitted unless otherwise specified or pre-approved by the Owner.
  - 2. All residents and their guests shall be treated with dignity and respect. Inappropriate behavior or offensive language will not be permitted.
  - 3. Clothing considered to be offensive or unsuitable for a public building will not be worn by the Contractor's/Vendor's staff. Clothing prohibited by the Ministry of Labour Construction Safety Act will not be permitted.
  - 4. People involved in operations where shoes and clothing are badly soiled (roofing, concrete work, demolition, etc.) shall refrain from entering any finished areas of the building. If entry is required, all areas shall be cleaned before leaving the work site at the end of the day.
  - 5. All employees, suppliers, sub-contractors, or others on site representing the Contractor/Vendor will be 18 years of age or older.
  - 6. Earphones and electronic devices (such as iPods, mp3 players, etc.) are not permitted on site at any time.
  - 7. A list of all Contractors' and Sub-Contractors' personnel who will be on site shall be provided to the Housing Corporation upon request.
  - 8. The Contractor shall rope off or barricade all areas affected by work in progress where injury or inconvenience could occur to the public or the staff. The installation and removal of ropes, barricades, and associated debris are the responsibilities of the Contractor.
  - 9. Food and drink are not to be consumed in an apartment building.
  - 10. Smoking is not permitted within the building or within 9 meters of any home or apartment building entrance.

## **Part 1 General Requirements**

### **1.0 Insurance**

The Contractor shall keep in force for the duration of the Contract, Public Liability, Property Damage, and Pollution Insurance in an amount not less than \$2,000,000.00. Without limiting the foregoing, such insurance coverage shall include Comprehensive General Liability, Contractual Liability, Personal Injury and Contingent Liability with respect to Sub-Contractors. The Contractor shall submit proof of such insurance in the form of a certificate which shall contain a firm undertaking by the insurer to give the Owner 30 days' notice prior to any cancellation or modification of such insurance. If the Contractor fails to provide such insurance within 7 Business Days of receipt of the notification of award, the Owner, at its sole option, shall have the right to terminate the contract.

### **1.1 Workplace Safety and Insurance Board Certificate of Clearance**

The Contractor shall produce a Workplace Safety and Insurance Board Certificate of Clearance Form from time to time when requested by the Owner and prior to final payment under the Contract. If the Contractor will be unable to produce clearance as required because it claims it is an independent operator, with no insurable workers and is otherwise unable to obtain a clearance, it shall submit to the Owner written confirmation from the Workplace Safety and Insurance Board of its status as an independent operator of the Contract, within 7 Business Days of receipt by the Contractor of the notification of the award. If the Contractor does not produce such confirmation, the Owner may at its sole option, terminate the contract.

### **1.2 Covid-19 Vaccination Policy**

The current Covid-19 Vaccination Policy came into effect November 17, 2021 and pertains to all HNHHC employees, Board Members and Contractors. Contractors who are awarded a contract with HNHHC, are preferred to be vaccinated but it is not a requirement. The Contractors that come into close contact with our tenants, are required to wear proper PPE (i.e. masks) for the safety of our tenants.

### **1.3 Assignment**

The Contractor shall not assign the Contract nor the proceeds without written consent of the Owner.

### **1.4 Taking the Work out of the Contractor's Hands**

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Owner, may without previous notice and without process of suit at law, take the work out of the hands of the Contractor and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the Owner may use all monies due on the Contract to correct or complete the work.

### **1.5 Indemnity**

The Contractor shall indemnify and save harmless the Owner and its officers from all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, occasioned by or attributable to the activities or omissions of the Contractor or those for whom the Contractor is responsible in performing the Contract.

### **1.6 Interpretation**

If any question arises regarding meaning, intent or other matter required by the Contract, the question shall be decided by the Owner.

### **1.7 Accessibility for Ontarians with Disabilities Act Compliance Statement**

The Accessible Customer Service Regulation 429/07 under the Accessibility for Ontarians with Disabilities Act, 2005 came into effect on January 1, 2008. If you are a provider of goods or



11. Drugs and alcohol are not permitted on site.
12. Contractor's staff shall not park their vehicles in unauthorized parking areas. Designated areas for Contractor's parking, deliveries, storage, garbage bins, parking etc., are the visitor parking areas or will be assigned by the Owner.

\*\*\*\*\* END OF SECTION \*\*\*\*\*

services in Ontario, and have one or more employees in Ontario, you will be required to comply with this regulation. Due to this legislation, and in order to be compliant, the [Haldimand Norfolk Housing Corporation](#) must have a signed AODA Contractor/Vendor Compliance Statement Form from all its contractors as proof of training. The training will consist of a short training video available for employees to view from: Serve-Ability E-Training Course:

<https://www.labour.gov.on.ca/english/hs/elearn/worker/index.php>. This training video is approximately 20 minutes in length. The AODA Contractor/Vendor Compliance Statement

Form will be issued with the award letter to the successful contractor. If the Contractor fails to provide the AODA Contractor/Vendor Compliance Statement form, the Owner may at its sole option, terminate the contract.

## **Part 2 Governing Regulations**

### **2.0 Permits, By-Laws**

The Contractor agrees to abide by all laws, rules, regulations, by-laws and ordinances covering the class or character of the work to be executed including but not limited to Workplace Safety and Insurance, Unemployment Insurance, Fair Wage Program, as applicable and to pay all costs in connection the same.

### **2.1 Labour**

The Contractor shall employ on the Work only persons qualified to perform the work required. The Contractor shall comply with the provisions of the Government Contracts Hours and Wages Act and the Employment Standards Act, as applicable. The Contractor shall ensure that all persons employed on the Work are paid not less than the current wage rate set forth in the Ministry of Labour Fair Wage Schedule, where applicable, and attached to the bid documents, and as it may be amended during the term of the Contract.

## **Part 3 Procedural Requirements**

### **3.0 Commencement and Completion**

The Work shall be commenced immediately after instructions are given to proceed by the Owner's representative and shall be completed within the time specified on the Bid Submission form.

### **3.1 Protection**

The Contractor shall provide adequate protection to the public and property, the Work and other areas affected from any damages, theft or vandalism until the Work is accepted.

### **3.2 Clean Up**

At the end of each day's work, the Contractor shall remove all debris, hazardous impediments, equipment and material which are not to be reused from the site.

### **3.3 Cutting and Patching**

The Contractor shall not undertake any cutting, patching or the like, other than indicated in the Contract, without prior written approval of the Owner.

### **3.4 Loss of Damage to Material or Equipment**

The Contractor shall be solely responsible for loss or damage to the Contractor's material or equipment and for any material delivered to the Contractor from whatever source to the site.

**Part 4 Adherence to Drawings and Specifications**

**4.0 Materials**

All materials, products and equipment supplied for the work shall be new, of the best quality and as far as possible – unless otherwise specified – be of Canadian origin and manufacture.

**4.1 Changes in Work**

The Owner may make changes with the Contract Price and the completion date being adjusted accordingly. No additional work shall be done nor shall other changes to the Contract be made without receiving prior written authority from the Owner.

**4.2 Samples**

The Contractor shall furnish for the approval of the Owner, such samples or materials, tests and designs as required from time to time. The work must be in accordance with the approved samples, tests and designs.

**Part 5 Payment and Warranty**

**5.0 Payment**

If practicable, progress payments may be arranged with the Owner. The 10% holdback required by the Construction Lien Act, 1983 will not be retained by the Owner for this Contract. The Construction Lien Act, 1983 applies to the performance of the Work and the Owner is subject to its provisions. In the discretion of the Owner, no payment otherwise due under the Contract shall be made to the Contractor until all claims under the Construction Lien Act, 1983 have been satisfactorily met to the extent the Owner may be liable.

**5.1 No Additional Payment for Increased Costs**

The amount payable to the Contractor under the Contract will not be increased or decreased by reason of any increase or decrease in the cost of the Work brought about by any increase or decrease in the cost of plant, equipment, labour, materials, or the wage rates set out and prescribed herein.

**5.2 Correction of Faulty Work**

The Contractor shall, for (2) years after the date of final completion of the work, or for the usual manufacturer's or producer's warranty period, whichever is the greater, at the cost of the Contractor, rectify defects in the Work caused by faulty workmanship or materials for which it shall have received notice from the Owner. This warranty does not override any warranty conditions specified in the Contract documents.

**5.3 Acceptability of Work**

All work performed by the Contractor shall be completed to the entire satisfaction of the Owner.

**Part 6 Time**

Time is of the essence.

\*\*\*\*\*



**1 INTENT**

- 1.1 This section outlines the general requirements that shall be administered by the General Contractor. While the specification section establishes the requirements for each trade, the General Contractor shall directly supervise and administer all contract requirements to ensure the provision of materials, labour and equipment necessary to complete the work on time and to the quality specified.

**1.2 Job Title:**

- 1.2.1 The work under this contract applies to apartment building owned by Haldimand-Norfolk Housing Corporation and located at:

1. Unit 2 – 25 Kent St. N., Simcoe

**1.3 Scope of Work:**

- 1.3.1 **Work under this contract includes but is not limited to:**

1. Weekly Janitorial Services
2. Additional work in months of April and October

**1.3.2 Owner's Occupancy:**

1. The project will be occupied by tenants throughout the duration of the Contract.
2. Access to units must be maintained at all times. Ensure an unobstructed path to existing stairwells and elevators and post warning signs at main entrance of the building and stairwells.

**2 WORK SCHEDULE**

- 2.1 Within thirty (30) working days of receipt of the Purchase Order, prepare and submit a detailed Work Schedule, clearly showing the anticipated progress stages, start and finish date of each construction phase and date of final completion of the work. (not applicable for this contract)
- 2.2 On approval of the Work Schedule by the Owner, proceed to ensure completion of work within the scheduled time.
- 2.3 Work shall be carried out between the hours of 5:00 p.m. and 11:00 p.m., local time, Monday through Friday only, except statutory holidays unless requested otherwise in writing. Not applicable to snow clearing services contract.

**3 PROJECT MEETINGS**

- 3.1 The Owner may call an Initial Project Meeting. The Owner's staff and their consultants will be invited.

**4 TEMPORARY UTILITIES****4.2 Light and Power:**

1. When not available Provide Temporary Power during work to a maximum of 115 volts, 30 amps electrical, for temporary lighting and operating of power tools.
2. Where capacity is insufficient provide and pay for additional services.
3. Provide temporary wiring, fixtures, equipment panels, transformers, generators, etc. as necessary to complete the work.

**5 TEMPORARY FACILITIES AND CONTROLS****5.1 Not applicable to this work****6 WORK WITHIN SUITES****6.1** Leave work site in broom clean conditions.**7 FIRE SAFETY REQUIREMENTS AS NECESSARY**

- 7.2 Comply with the Ontario Fire Code, by:
- 7.3 Shutting off and capping abandoned service lines.
- 7.4 Maintaining and protecting continuing service lines.
- 7.5 Providing fire watches as required.
- 7.6 Management of combustible salvage, waste and rubbish.
- 7.7 Protecting persons and properties.
- 7.8 Maintaining operable fire protection equipment.
- 7.9 Maintaining free access route for fire-fighters, ambulance.
- 7.10 Providing temporary fire extinguishing equipment.
- 7.11 Maintaining existing and temporary fire exits.

**8 CONTRACTOR'S USE OF SITE****8.1** As specified herein.**9 CUTTING, FITTING AND PATCHING****9.1** Cut and patch were required to match existing. Leave no evidence of construction other than new hardware.**10 LAYOUT OF WORK****10.1** As specified

**11 CODES and STANDARDS****11.1** Execute work to meet or exceed:

1. Ontario Building Code, including all amendments up to project date.
2. Ontario Fire Code, including all amendments up to project date.
3. Occupational Health and Safety Act and regulations for Canadian Construction Projects, latest edition.
4. Canadian Construction Safety Code.
5. Rules and regulations or authorities having jurisdiction.
6. Project specifications.
7. Latest edition of all relevant codes, by-laws, regulation and standards.

**11.2** Adhere to the most stringent requirement when above noted codes and standards conflict.**12 SHOP DRAWINGS, SAMPLES, PRODUCT DATA****12.1** As specified in specifications (NOT APPLICABLE)**13 INSPECTION AND TESTING When Required****13.1** Submit two (2) copies of inspection and test reports promptly to the Owner.  
( Not Applicable )**14 THE OCCUPATIONAL HEALTH AND SAFETY ACT AND OTHERS****14.1** The contractor shall comply with all conditions and regulations of the Occupational Health and Safety Act, R.S.O. 1990, and regulations enacted there under for construction projects and amendments thereto; any other Federal or Provincial Statute or local by-law concerning safety, including but not limited to Ontario Building Code, the regulations of the Ontario Ministry of Labour, Ontario Hydro Safety Requirements, Workplace Safety and Insurance Board. Requirements shall be strictly enforced. In the event of conflict between and provisions of the above authorities the most stringent provisions will apply.**14.2** Safety Requirements

1. Provide all safety requirements and protection necessary or as required by local by-laws, governing authorities including but not limited to: guard rails, barriers, lights, and warning notices.
2. Take all precautions and provide all required protection to ensure the safety of the general public and the workers in accordance with latest edition of the Occupational Health and Safety Act and Regulations for Construction Projects.
3. Provide an adequate supply of required protective clothing and equipment to workers, such as eye goggles, hard hats, and fall arrest equipment which shall be used at all times in accordance with Ontario Health and Safety Association regulations and Occupational Health and Safety Act, R.S.O. 1990, including amendments up to this project date.
4. Provide and maintain temporary ladders required to perform the work. Ladders shall be strongly constructed and shall comply with all



requirements of safety authorities having jurisdiction over the work. All ladders shall be secured and used only by methods approved by the Authorities.

**14.3 W.H.M.I.S.**

The contractor shall provide the owner with Material Safety Data Sheets for all W.H.M.I.S. products used for this contract. A copy of these MDS sheets must be available at the site at all times for the duration of the project.

**15 ASBESTOS**

**15.1** Obtain from Owner an inspection report indicating whether or not any friable/non-friable material that is likely to be handled, dealt with, disturbed or removed contains asbestos.

**15.2** If the friable/non-friable material contains asbestos, the report shall:

1. name the type of asbestos and shall contain drawings, plans and specifications, as appropriate, to show the location of the friable/non-friable material containing asbestos that will be handled, dealt with, disturbed or removed.

**15.3** Comply with the requirements of Regulation Respecting Asbestos on Construction Projects and in Buildings and Repair Operations - made under the Occupational Health and safety Act, Ontario Regulation 278/05.

**15.4** **There are NO known friable/non-friable materials containing asbestos in area of work.**

**16 POLYCHLORINATED BIPHENYLS (PCBs)**

**16.1** Conform to the Environmental Protection Act and Regulations, Ontario Regulation 11/82 as amended.

**16.2** There are no known lighting fixture ballasts or transformers containing PCBs in area of work.

**17 WASTE MANAGEMENT**

**17.1** Remove and dispose of debris and waste from job site at the end of each work day.

**18 CO-ORDINATION**

**18.1** Not applicable to this work

**19 SALVAGE**

**19.1** Not applicable to this work.

**20 AS BUILT DRAWINGS AND MANUALS ( N/A)**

As specified herein.

**21 WARRANTIES**

**21.1** Expedite the preparation and submission of warranties, particularly extended period warranties, as specified.

21.2 Provide warranties fully executed and notarized.

**22 CLEANING**

22.1 Maintain a clean site and building.

\*\*\*\*\* END OF SECTION \*\*\*\*\*

**1. Quotation Method**

Contractor shall on the bid submission form provided, submit a total lump sum fixed price to carry out the work as specified. Appendix "F" shall be properly filled out and returned.

**2. Prior to Tender Closing**

Questions relating to the Specifications, tender documents and access to the projects shall be directed to the Owner's Representative:

Marc Puype, Director of Development & Technical Services  
Haldimand-Norfolk Housing Corporation  
Unit 2 - 25 Kent Street North, Simcoe  
Telephone: (519) 426-7792 Ext. 117

**2.1 After Tender Closing**

Questions regarding the execution of this tender after award shall be directed to the Owner's Representative:

Todd Smith, Property Manager  
Haldimand-Norfolk Housing Corporation  
Unit 2 - 25 Kent Street North, Simcoe  
Telephone: (519) 426-7792 Ext. 115

**3. General**

The work under this contract comprises of furnishing of all labour, material, equipment and transportation necessary to provide janitorial - building cleaning - services of common areas according to the attached Short Form - General Conditions and as defined in the Scope of Work, to the satisfaction of the Chief Executive Officer or an authorized delegate.

**4. Term of Contract**

This contract shall run for a one-year period from January 1, 2026 to December 31, 2026. This contract may be cancelled by either party upon thirty (30) days written notice. This contract may be extended for the period January 1, 2027 to December 31, 2027, at the same rate, if agreeable to both parties.

**5. Basis for Payment**

The contractor shall invoice at the end of each calendar month on a basis of ten (10) equal payments commencing one month after contract starting date and two (2) equal payments in the months of April and October. Invoices shall be forwarded to the Chief Executive Officer, Matt Bowen, Haldimand-Norfolk Housing Corporation, Unit 2 - 25 Kent Street North, Simcoe, Ontario, N3Y 3S1 for verification.

**5a. Payment**

**Completion of OFFICE POSTED Janitorial Requirement Check list is required bi-weekly. Invoices may be adjusted by the Haldimand Norfolk Housing Corporation for any work not completed.** Payments for invoices will be processed within 30 days after the last day of each month.

**6. Scheduling of Work**

1. All cleaning work shall be completed on Tuesday and Thursday of each week and the 4<sup>th</sup> Friday of each month.
2. All work is to be completed between 5:00 p.m. and 11:00 p.m. on the scheduled day.



- be
3. Additional duties shall be completed in the months of April and October annually.
  4. Contractor is required to adjust this work schedule should garbage pick-up day be changed by the municipality. Garbage pick-up is Wednesday of each week.

#### 7. Scope of Work – Tuesday Duties

On the Tuesday of each week, the contractor shall:

1. Complete vacuuming of all carpets and runners with a **vacuum that has a motorized beater bar attachment**, use a crevice tool to clean the carpet where it meets the baseboards.
2. Dust all baseboards, ledges and sills, fire extinguishers and cabinets. Dust all corridors, radiators, light fixtures, window sills, furniture (including desks, file cabinets, and all other office equipment). Remove all cobwebs in interior areas.
3. Sweep concrete entry to office (outside front door) to remove all debris, dispose of debris. Wash the outside front door system (door, frame, glass).
4. Clean countertop in copier room.
5. **Staff & Public Washrooms:** Completely descale and sanitize all public washroom bathroom fixtures – sinks, toilets door handles etc. Flush the public washroom toilet. Empty washroom garbage pails.
6. **Resupply all washrooms with paper towels, toilet paper and liquid soap. Materials supplied by HNHC.**
7. Empty and clean all garbage pails and recycling containers at workstations, kitchen, photocopy room and bathrooms.
8. Clean all interior and exterior glass and all mirrors. Clean all wall panels/dividers and clean all ledges.
9. All handrails to be washed with a mild detergent.
10. All furniture cushions to be vacuumed thoroughly.
11. All hard surfaced floors must be thoroughly swept then wet mopped clean, clean baseboards. Disinfectant must be used in the kitchen and washrooms.
12. Completely descale and sanitize kitchen sink and taps. Remove dirty dishes from sink and place in dishwasher, clean and sanitize kitchen countertop.
13. Take garbage bags out of cans and deposit them and the recycling at the curbside location for pickup. Place new bags in each garbage can and recycling bins. Remove stains from garbage cans and recycling bins if required. **Garbage pick-up is Wednesday of each week.**

#### 8. Scope of Work – Thursday Duties

On the Thursday of each week, the contractor shall:

1. **Staff & Public Washrooms:** Completely descale and sanitize all three (3) bathroom fixtures, sinks, toilets and door handles. Wipe down walls with damp cloth. Empty garbage if necessary.
2. **Resupply all washrooms and kitchen with paper towels, toilet paper and liquid soap. Materials supplied by HNHC.**
3. All hard surfaced floors must be thoroughly swept then wet mopped clean, clean baseboards. Disinfectant must be used in the kitchen and washrooms. Clean all baseboards.
4. Clean all interior and exterior glass and all mirrors. Clean all wall panels/dividers and clean all ledges.
5. Completely descale and sanitize kitchen sink and taps. Clean and sanitize kitchen countertop.
6. Complete vacuuming of all carpets and runners with a **vacuum that has a**



**motorized beater bar attachment**, use a crevice tool to clean the carpet where it meets the baseboards.

7. All hard surfaced floors must be thoroughly swept then wet mopped clean, clean baseboards. Disinfectant must be used in the kitchen and washrooms.

**9. Scope of Work – Monthly, 4<sup>th</sup> Friday**

1. Dust the tops of all filing cabinets, framed pictures, bulletin boards, fire extinguishers, radiators and light fixtures.
2. Dust all computer monitors, printers, phones and bookcases in all offices, air blow all keyboards.
3. Remove all garbage, including the garbage bag from all office garbage cans, wash and disinfect all garbage cans, place new garbage bag in each can.
4. Remove all garbage and garbage bags from the kitchen and bathroom garbage cans, wash and disinfect all garbage cans, place new garbage bag in each can.
5. Remove all recycling and recycling bags from the kitchen bins, wash and disinfect all recycling bins, place new recycling bags in each recycling bin.
6. Thoroughly vacuum all office chairs if fabric, wipe down if vinyl, including Boardroom chairs; in kitchen, vacuum couch seat cushions, dust wood sections.
7. Remove all cobwebs from all walls and ceilings.
8. Spot clean stains on all carpets.

**10. Scope of Work – Duties as Required**

On an as needed and when required basis, the contractor shall complete the following:

1. Rinse garbage cans and recycling containers and wash with disinfectant.

**11. Scope of Work – Bi-Annual Duties**

**The additional “Spring” and “Fall” duties must be completed in April and October with no exceptions and adhere to the provided schedule. These duties must be assigned a cost on the bid form, Appendix F otherwise your bid will be deemed invalid.**

**The 4<sup>th</sup> Saturday in April, the contractor is required to:**

1. Strip and clean all hard surfaced flooring, moving all furniture and appliances as required in order to completely clean the hard surfaced flooring.
2. Seal and wash all hard surface flooring to the satisfaction of the Haldimand Norfolk Housing Corporation.
3. Steam clean all carpets and carpet runners removing all stains.
4. Remove some carpet runners from the lobby to storage, as directed by staff.
5. Disinfect and sanitize all doors, door frames and door handles.
6. Wash all air diffuser grills in the office.

**The 4<sup>th</sup> Saturday in October, the contractor is required to:**

1. Strip and clean all hard surfaced flooring, moving all furniture and appliances as required in order to completely clean the hard surfaced flooring.
2. Seal and wash all hard surface flooring to the satisfaction of the Haldimand Norfolk Housing Corporation.
3. Steam clean all carpets and carpet runners removing all stains.
4. Remove some carpet runners from the lobby to storage, as directed by staff.

5. Disinfect and sanitize all doors, door frames and door handles.
6. Wash all air diffuser grills in the office.

**11. Supplies**

1. The Haldimand-Norfolk Housing Corporation will supply hand towels, toilet paper, liquid hand soap and garbage bags used in this contract.

**12. Supervision**

1. The contractor is expected to provide adequate on site supervision to ensure that all requirements of this specification are achieved.

\*\*\*\*\* END OF SECTION \*\*\*\*\*



## Janitorial Requirements Checklist

**Building: 2 - 25 Kent Street N, Simcoe**

Month: \_\_\_\_\_

Please initial this checklist as tasks are completed.

Please note that your work will be inspected by staff on a regular basis. Computer records will be checked to verify time in/time out.

[illegible]



# Janitorial Requirements Checklist

**Building: 2 - 25 Kent Street N, Simcoe**

**Month:** \_\_\_\_\_

Please initial this checklist as tasks are completed.

Please note that your work will be inspected by staff on a regular basis. Computer records will be checked to verify time in/time out.

Per the tender, on each visit to the building, contractors must swipe the provided access card when entering.  Date/Time In:	Week 1		Week 2		Week 3		Week 4			Week 5	
	Tues	Thurs	Tues	Thurs	Tues	Thurs	Tues	Thurs	Fri	Tues	Thurs
<b>BI-ANNUAL DUTIES – APRIL &amp; OCTOBER:</b> (these duties must be completed in April with NO exceptions) ..											
Strip and clean all hard surfaced flooring, moving all furniture and appliances as required in order to completely clean the hard surfaced flooring.											
Seal and was all hard surface flooring to the satisfaction of the Haldimand Norfolk Housing Corporation.											
Steam clean and / or power wash all carpets and carpet runners removing all stains, lay back when dry.											
Remove some carpet runners from the lobby to storage, as directed by staff.											
Disinfect and sanitize all doors, door frames and door handles.											

Name: \_\_\_\_\_ Date: \_\_\_\_\_.

Signature: \_\_\_\_\_ Company: \_\_\_\_\_.