



🌐 [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

March 10, 2026

Dear Sir/Madam:

**RE: Invitation to Tender - SFT HN 04/26**

11 Arthur St., 20 Scott Ave. & 91 Oak St., Simcoe  
SFT HN 04/26 – Landscape & Site Maintenance

On behalf of the Haldimand Norfolk Housing Corporation, we invite your tender submission for the **Landscape and Site Maintenance** at the above noted property.

The **Landscape and Site Maintenance** 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, March 27<sup>th</sup>, 2026**, 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

SFT HN 04/26 BID FORM

HALDIMAND NORFOLK HOUSING CORPORATION

Tender Number <b>SFT HN 04/26</b>	Project Address: <b>11 Arthur St., 20 Scott Ave. &amp; 91 Oak St., Simcoe</b>	Closing Date <b>Friday, March 27<sup>th</sup>, 2026</b>	Time <b>11:00 a.m.</b>
Submitted To (Owner) <b>Haldimand Norfolk Housing Corporation</b>		Job Description <b>Landscape &amp; Site Maintenance</b>	

Bidder	Legal Name
Telephone Number ( )	Fax Number ( )
Address	EMAIL
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" + Appendix "G"** Bid Schedule

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

Brought from **Appendix "F" + Appendix "G"** 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 04/26 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 \_\_\_\_\_, 2026.

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

11 Arthur St., 20 Scott Ave. & 91 Oak St., Simcoe  
SFT HN 04/26 - Landscape & Site Maintenance

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 02999: Landscape & Site Maintenance
- Section 03000: Contractor Performance Management
- DRAWINGS & SCHEDULES – Site Plan

# 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 (-)
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# SUBMIT WITH BID

TENDER SUBMISSION - APPENDIX "D"

## PERFORMANCE REFERENCES

11 Arthur St., 20 Scott Ave. & 91 Oak St., Simcoe  
SFT HN 04/26 - Landscape & Site Maintenance

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: \_\_\_\_\_  
(An authorized signing officer)

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_  
(An authorized signing officer)

EMAIL: \_\_\_\_\_

# SUBMIT WITH BID

TENDER SUBMISSION - APPENDIX "E"

## PROVINCIAL TAX COMPLIANCE DECLARATION

11 Arthur St., 20 Scott Ave. & 91 Oak St., Simcoe  
SFT HN 04/26 - Landscape & Site Maintenance

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 \_\_\_\_\_, 2026.  
(Municipality)

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

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

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

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

# SUBMIT WITH BID

TENDER SUBMISSION - APPENDIX "F"

## BID SCHEDULE

11 Arthur St., 20 Scott Ave. & 91 Oak St., Simcoe  
SFT HN 04/26 - Landscape & Site Maintenance

This 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 Contractor's expenses in accordance with the contract documents.

The Owner reserves the right to delete items from this schedule, of up to 25% of the Lump Sum Bid, in addition to "Optional to Owner" items, at the prices quoted. The unit prices quoted will be used for any increase or decrease in quantity, as may be directed by the Owner.

<u>Description</u>	<u>Total</u>
May site clean-up & additional duties, complete	\$ _____
Monthly duties for May, complete	\$ _____
Monthly duties for June, complete	\$ _____
Monthly duties for July, complete	\$ _____
Monthly duties for August, complete	\$ _____
Monthly duties for September, complete	\$ _____
Monthly duties for October, complete	\$ _____
October – December removal of all debris (leaves, sticks, twigs, branches etc.) & additional duties, complete	\$ _____
Subtotal    \$ _____	
H.S.T.        \$ _____	
<b>TOTAL LUMP SUM PRICE    \$ _____</b> <span style="background-color: yellow;">(BRING THIS TOTAL FORWARD TO THE BID FORM)</span>	

**Schedule of Unit Prices**

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 Services Tax (H.S.T.) shall be calculated separately on the total value of any change order.

Unit prices will be used should additional work be required during months of April, November and December at the sole discretion of the Maintenance services Manager. **Do NOT include Unit Prices in Total Lump Sum Price.**

<u>Description</u>	<u>Total</u>
Additional Leaf removal per operation	\$ _____
Additional grass cutting only per operation	\$ _____
Hourly rate for grass cutting	\$ _____

**NOTICE OF NO BID**  
Quotation/Tender No: [SFT HN 04/26](#)

**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.

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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).

I/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

## CONTRACTOR'S SUBMISSION FORM

### Form 1

### Conflict of Interest Declaration

## SUBMIT WITH VENDOR SUBMISSION

**11 Arthur St., 20 Scott Ave. & 91 Oak St., Simcoe  
SFT HN 04/26 Landscape & Site Maintenance**

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, Long Point Area Non-Profit Housing Corporation, Dunnville Non-Profit Housing Corporation and Del-Gold Villa 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, Long Point Area 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, Long Point Area 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, Long Point Area Non-Profit Housing Corporation, and 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

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

\_\_\_\_\_  
Title

# 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).

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**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 27<sup>th</sup> day of March 2026**, 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 Owner's Representative at least four working days prior to closing:

**Marc Puype, Director of Development & Technical Services**  
**[mpuype@hnhousing.ca](mailto: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 Owner's Representative at least four working days prior to closing:

**Kerri Sullivan-Swick, Contracts Coordinator**  
**[ksullivan-swick@hnhousing.ca](mailto: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 Vendor's 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

(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.

NOVEMBER, 2010

00210 -4

- 2.2 The Owner has the unqualified right to:
- (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.

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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:

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- (a) Of Canadian origin and manufacture;
- (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

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within 45 days of the award of the Contract, unless otherwise specified within this Document.

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 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.

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 \*\*\*\*\*

## **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 HNHC employees, Board Members and Contractors. Contractors who are awarded a contract with HNHC, are preferred to be vaccinated but it is not a requirement.

### **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

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.

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## **Contractor Performance Management**

HNHC administers contractor performance in accordance with its Contractor Performance Management Policy (Policy No. 03-01-03), as amended from time to time. In the event of any conflict between this Contract and the Policy, the terms of this Contract shall prevail.

### **1. Performance Standards**

The Contractor shall perform the Work in accordance with the terms and conditions of this Contract and in compliance with all applicable legislation, including health and safety and WSIB requirements. Without limiting the generality of the foregoing, the Contractor shall:

- a) Perform the Work in a professional and workmanlike manner;
- b) Meet all specified service levels, timelines, and quality standards;
- c) Maintain accurate and complete documentation and invoices;
- d) Respond promptly to service concerns; and
- e) Conduct its operations in a manner that minimizes disruption to tenants and HNHC operations.

HNHC may monitor and evaluate the Contractor's performance throughout the term of the Contract. Performance evaluations may be retained by HNHC and considered in future procurement decisions.

### **2. Performance Management and Corrective Action**

Where HNHC determines that the Contractor's performance is deficient or non-compliant with this Contract, HNHC may address such deficiencies through a progressive corrective process, which may include one or more of the following:

- a) Informal notice of deficiency;
- b) Formal meeting and requirement for a written Corrective Action Plan;
- c) Written warning or Cure Notice specifying required corrective measures and timelines;
- d) Notice of Default; and/or
- e) Exercise of any remedies available under this Contract.

HNHC reserves the right to accelerate the foregoing process where, in its sole discretion, health, safety, statutory compliance, or service continuity is at risk.

### **3. Remedies and Suspension**

If the Contractor fails to correct deficiencies within the time specified by HNHC, HNHC may exercise its contractual remedies, including but not limited to:

- a) Withholding payment in accordance with the Contract;
- b) Reducing the scope of Work;
- c) Terminating the Contract for default;
- d) Recovering costs incurred by HNHC as a result of the default; and/or
- e) Suspending the Contractor from eligibility to bid on future HNHC contracts for a defined period.

Nothing in this section limits HNHC's rights or remedies available under this Contract or at law.

**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. [11 Arthur St., Simcoe](#)
2. [20 Scott Ave., Simcoe](#)
3. [91 Oak St., Simcoe](#)

**1.3 Scope of Work:**

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

1. Weekly and seasonal landscape and site maintenance

**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 Refer to **Landscape and Site Maintenance 02999-1** for work schedule.

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 09:00 hrs. and 17:00 hrs., local time, Monday through Friday only, except statutory holidays unless requested otherwise in writing.

**3 PROJECT MEETINGS**

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

**4 COMMUNICATIONS**

4.1 Contractor to identify the primary contact person for emergencies and provide current contact information. Contractor to provide current contact information for the Property Managers for each site. Contractor to indicate if there is a preferred method of communication i.e.: phone, text or email. Both parties are expected to respond to calls, text or emails within a 24 hour period. Both parties shall advise of staff absences and designate an alternative contact person for communication purposes during their absence.

**5 TEMPORARY UTILITIES**

**5.1 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.

**6 TEMPORARY FACILITIES AND CONTROLS**

6.1 **Not applicable to this work**

**7 WORK WITHIN SUITES**

7.1 Leave work site in broom clean conditions.

**8 FIRE SAFETY REQUIREMENTS AS NECESSARY**

8.1 Comply with the Ontario Fire Code, by:

8.2 Shutting off and capping abandoned service lines.

8.3 Maintaining and protecting continuing service lines.

8.4 Providing fire watches as required.

8.5 Management of combustible salvage, waste and rubbish.

8.6 Protecting persons and properties.

8.7 Maintaining operable fire protection equipment.

8.8 Maintaining free access route for fire-fighters, ambulance.

8.9 Providing temporary fire extinguishing equipment.

8.10 Maintaining existing and temporary fire exits.

**9 CONTRACTOR'S USE OF SITE**

9.1 As specified herein.

**10 CUTTING, FITTING AND PATCHING**

10.1 Cut and patch were required to match existing. Leave no evidence of construction other than new hardware.

**11 LAYOUT OF WORK**

11.1 As specified

**12 CODES and STANDARDS**

12.1 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.

12.2 Adhere to the most stringent requirement when above noted codes and standards conflict.

**13 SHOP DRAWINGS, SAMPLES, PRODUCT DATA**

13.1 **As specified in specifications**

**14 INSPECTION AND TESTING When Required**

14.1 Submit two (2) copies of inspection and test reports promptly to the Owner.  
**( Not Applicable )**

- 14 THE OCCUPATIONAL HEALTH AND SAFETY ACT AND OTHERS**
- 15.1 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.
- 16 ASBESTOS**
- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 **There are NO known friable/non-friable materials containing asbestos in area of work.**
- 17 POLYCHLORINATED BIPHENYLS (PCBs)**
- 17.1 Conform to the Environmental Protection Act and Regulations, Ontario Regulation 11/82 as amended.
- 17.2 There are no known lighting fixture ballasts or transformers containing PCBs in area of work.
- 18 WASTE MANAGEMENT**
- 18.1 Remove and dispose of debris and waste from job site at the end of each work day.
- 19 CO-ORDINATION**
- 19.1 Not applicable to this work.

**20 SALVAGE**

20.1 Not applicable to this work.

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

21.1 As specified herein.

**22 WARRANTIES**

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

22.2 Provide warranties fully executed and notarized.

**23 CLEANING**

23.1 Maintain a clean site and building.

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

## PART 1 - GENERAL

### 1.1 Scope

- 1.1.1 Comply with the requirements of the Instructions to Bidders for Short Form Tenders, Section 00210: The General Conditions for Short Form Tenders :, and this specification, Section 02999
  - 1.1.2 Provide all materials, labour, equipment, transportation, and equipment necessary to perform the following work as described herein, or as necessary to complete the work.
    - .1 rake all lawn areas weekly if not using mulching blades to mow
    - .2 mow all lawn areas weekly
    - .3 trim all lawn areas weekly
    - .4 edge all lawn/flower bed areas weekly
    - .5 remove all debris (leaves, sticks, twigs and branches) from all areas weekly
    - .6 sweep all sidewalks and paved areas weekly
    - .7 cultivate all shrubs, gardens and flower beds bi-monthly. Remove all weeds.
    - .8 trimming and pruning of trees and shrubs as described herein, or as necessary to complete the work
    - .9 seasonal duties as described herein, or as necessary to complete the work
  - 1.1.3 Employ tradesmen qualified to carry out the work.
  - 1.1.4 All removed materials and debris become the property of the Contractor. Dispose of all removed materials and debris in an approved manner.
  - 1.1.5 Make good all damage resulting from work carried out under this contract. Blend to match surrounding existing conditions.
  - 1.1.6 Complete all work to the satisfaction of the **Property Manager**. After award of contract, direct all correspondence and inquiries to the **Property Manager @ ext. 115**.
  - 1.1.7 **The Contractor shall have been in operation of landscaping services business for the previous (3) seasons, and shall have its related business registration number established prior to 2023.**
- ### 1.2 Job Conditions
- 1.2.1 All employees must wear CSA approved safety footwear meeting or exceeding ANSI Z41, safety eye wear, and leather work gloves. All employees engaged in the operation of equipment or working around equipment must wear CSA approved hearing protection.
  - 1.2.2 Supply all manufactured products in the standard packaging clearly identifying the contents, component analysis, manufacturer's name and instructions for use. Submit to the Owner all MSDS reports for materials used.
  - 1.2.3 Prior to starting work, submit to the Owner a proposed work schedule. In this schedule, identify the day of the week and anticipated start time that the work will be completed. List what work will be completed on each visit.
  - 1.2.4 Provide equipment adequate to meet the requirements of all work identified in the Scope of this specification.
  - 1.2.5 Maintain equipment in good condition. Ensure that all cutting blades are kept sharp and true running.
  - 1.2.6 Contractor is to ensure that each employee receives adequate training in the operation of all equipment.

1.2.7 Contractor is to provide a qualified foreman for each crew. The foreman must have a minimum of three (3) years experience in grounds maintenance work. The foreman must be on site at all times while work is progressing.

### 1.3 Inspection and Standards

1.3.1 Sod, seed and landscape materials: supplied and installed by members of the Canadian Nursery Trades Association.

1.3.2 Periodic inspections will be conducted to ensure adherence to the specification. The Contractor will not be informed prior to the inspections.

1.3.3 At time of inspection, materials must be in good condition, properly maintained. Beds must be well cultivated, free of weeds and rubbish.

1.4 **New Plantings** if requested by the [Haldimand Norfolk Housing Corporation](#) - extra fees will apply.

1.4.1 Install new plantings only on written authorization from Property Manager. **The [Haldimand Norfolk Housing Corporation](#) will not pay for new plantings installed without written consent.**

1.4.2 When instructed to replace or supply new plantings, conform to this specification.

1.4.3 Take measures necessary to establish, maintain and develop vigorous, healthy growth of plantings, including, but not limited to:

- .1 Cultivating and weeding planting beds. Use fertilizers and herbicides only to manufacturer's instructions.
- .2 Watering to saturate root systems as required.
- .3 Pruning and removing dead or broken branches and painting cuts with tree wound dressing.
- .4 Treating disease and insect attacks with chemical controls to manufacturer's instructions.
- .5 Keeping accessories in good condition and in proper adjustment. Repair or replace as required.

1.4.4 At time of acceptance, materials must be in healthy vigorous growth, free of disease or insect attack. Beds must be well cultivated, free of weeds and rubbish.

1.4.5 Provide a signed certificate warranting all plantings for a period of one full growing season from the date of acceptance.

1.4.6 Replace any or all plantings which die or do not show healthy, vigorous growth during the warranty period. Extend warranty on replaced plantings for one full growing season from the date of replacement. Continue such replacement and warranty until the planting is acceptable.

### 1.5 Definitions

1.5.1 Nomenclature: Conform to the 'International Code of Nomenclature for Cultivated Plants' and the latest edition of 'Standardized Plant Names'.

1.5.2 Calliper: Diameter of the trunk measured 150 mm from the normal grade around the plant.

1.5.3 Height: Measured from normal grade around plant to top of main foliage mass.

1.5.4 Spread: Diameter of main foliage mass at its widest point.

### 1.6 Contract Period

1.6.1 **This contract shall be for the period beginning [May 1<sup>st</sup>, 2026](#) and ending [December 15<sup>th</sup>, 2026](#). This contract may be renewed for the period of [May 1<sup>st</sup>, 2027](#) and ending [December 15<sup>th</sup>, 2027](#) for the same monthly charges, if agreed upon by both the Owner and the Contractor.**

**1.7 Basis of Payment**

- 1.7.1 Invoices for landscaping shall be submitted by the 10<sup>th</sup> day of the following month that service was performed (i.e. Invoice for May's landscaping services must be submitted on or before June 10<sup>th</sup>). The Landscape & Site Maintenance Checklist **MUST** accompany your invoice. If the Contractor fails to submit the checklist with the invoice, the invoice will not be processed for payment.

**1.8 Termination Notice**

- 1.8.1 This contract may be terminated on thirty (30) days written notice by either party to the other.

**PART 2 - PRODUCTS**

**2.1 Top Soil:**

- 2.1.1 Fertile, friable, natural loam containing minimum 4 percent organic matter for clay loams or minimum 2 percent organic matter for sandy loams containing maximum 15 percent organic matter, free of contaminants, roots, stones, insects, weeds and frost and having a Ph ranging from 6.0 to 7.5 capable of sustaining vigorous plant growth.

**2.2 Peat Moss:**

- 2.2.1 Partially decomposed fibrous form of cellular sphagnum moss; free of woody, mineral or colloidal matter, containing 60 percent organic matter by weight having a Ph ranging from 4.5 to 6.0 not more than 15 percent moisture content and 6 mm maximum size of shredded particles.

- 2.3 Wound Dressing:** Horticulturally accepted, non-toxic, non-hardening emulsion.

- 2.4 Anti-Desiccant:** Wax base emulsion, manufactured to produce an evaporation-reducing film but permeable to permit transpiration.

- 2.5 Anchor Stakes:** Metal 'T' bars, snow fence type, 40 x 40 x 5 mm and 2400 mm long, or wood stakes 38 x 38 x 2400 mm long.

- 2.6 Tree Rings:** Fabricate from guy wires encased in two ply, reinforced, 13 mm diameter, new rubber garden hose to suit calliper of plant.

- 2.7 Sod:** Nursery sod to Canadian Nursery Trades Association standard 'Guide Specification for Nursery Stock: 1978 Edition: Section 17': No. 1 sod of 60 percent Kentucky Bluegrass, 30 percent Creeping Red Fescue, and 10 percent Perennial Rye Grass, minimum 50 mm thick rolled with moist, healthy turf base and free of weeds, mosses or stones.

- 2.8 Seed:** Certified Canada No. 1 Grade to Government of Canada 'Seeds Regulations': 60 percent Kentucky Bluegrass, 30 percent Creeping Red Fescue and 10 percent Perennial Rye Grass; seed rate of 1.5 kg per 100 m<sup>2</sup>.

- 2.9 Contact Vegetation Killer:** Submit to owner for approved.

**PART 3 - EXECUTION**

**3.1 Preliminary Work**

- 3.1.1 Prior to commencing any operations, inspect all areas and remove all leaves, paper, glass or other debris from all contract areas. This work is to be completed prior to cutting the grass.

- 3.1.2 Provide temporary protection to all areas during operations.

**3.2 Weekly Duties (1 May to 31 October)**

- 3.2.1 Prior to cutting the grass, remove all leaves, paper, glass, animal excrement, and other debris from all contract areas.

- 3.2.2 Mow all lawn areas to a minimum 50mm and maximum 65mm height. During the dormant season, grass may not require weekly cutting. Do not allow height to exceed 75mm in height.
- 3.2.3 Rake/sweep lawn areas only if heavy clumps of grass clippings are visible.
- 3.2.4 Edge all lawn areas to maintain a clear, clean, crisp edge between grass and flower beds or garden areas.
- 3.2.5 Trim all lawn areas around trees, shrubs and flower beds; around the perimeter of all buildings, walls, curbs, or structures; under all fences, around fence posts; and around all other vertical element in the grassed areas.
- 3.2.6 Exercise care in operating equipment as to not scalp the grass. Where scalping occurs, remove and replace the sod at no extra cost to the Owner.
- 3.2.7 Sweep all walks and paved areas.

**3.3 Bi-Monthly Duties (1 May to 31 October)**

3.3.1 In addition to the weekly duties, every second week complete the following:

- .1 Hand cultivate to a depth of 50mm all shrub beds, flower beds, and bare earth areas around trees and specimen shrubs. Remove all weed growth by hand. Dispose of all removed material in an approved manner off site.

**3.4 Monthly Duties (1 May to 31 October)**

3.4.1 In addition to the weekly and bi-monthly duties, once monthly complete the following:

- .1 Prune all trees and shrubs to remove dead material, sucker growth, and damaged material. Paint all pruning wounds over 12mm diameter with horticultural wound dressing. Dispose of removed material in an approved manner off site.
- .2 Apply contact vegetation killer in combination with standard weed spray to all pavement cracks and joints that exhibit signs of vegetation growth, including all patios, sidewalks and curbs.

**3.5 Seasonal Duties**

3.5.1 Complete the following spring clean-up and site maintenance duties:

- .1 Remove leaves, sticks, twigs, branches and debris from all areas of the site.
- .2 Remove any annuals left in flower beds.
- .3 Flower beds & gardens - Deep cultivate flower and shrub beds to a depth of 100mm to create a fine, loose soil texture.
- .4 Trim hedges and shrubs with appropriate trimmers.
- .5 Prun all low hanging branches to allow weed trimming and grass cutting around the base of trees, bushes and/or shrubs.

Completion date for spring clean-up and site maintenance duties to be approved by the Property Manager, but to be completed no later than May 14<sup>th</sup>, 2026 - Term 1 and May 14<sup>th</sup>, 2027 - Term 2 if contract is renewed.

3.5.2 **Fall Leaf / Debris Removal:** from October 15<sup>th</sup> to December 15<sup>th</sup>, rake, collect and remove all leaves, sticks, twigs and branches from the site.

**\*\* Please note that during the fall leaf removal from October 15<sup>th</sup> to December 15<sup>th</sup>, you may have to go on-site more than once to remove all leaves, sticks, twigs and branches. No extra work orders will be issued for this as it is part of the tender. \*\***

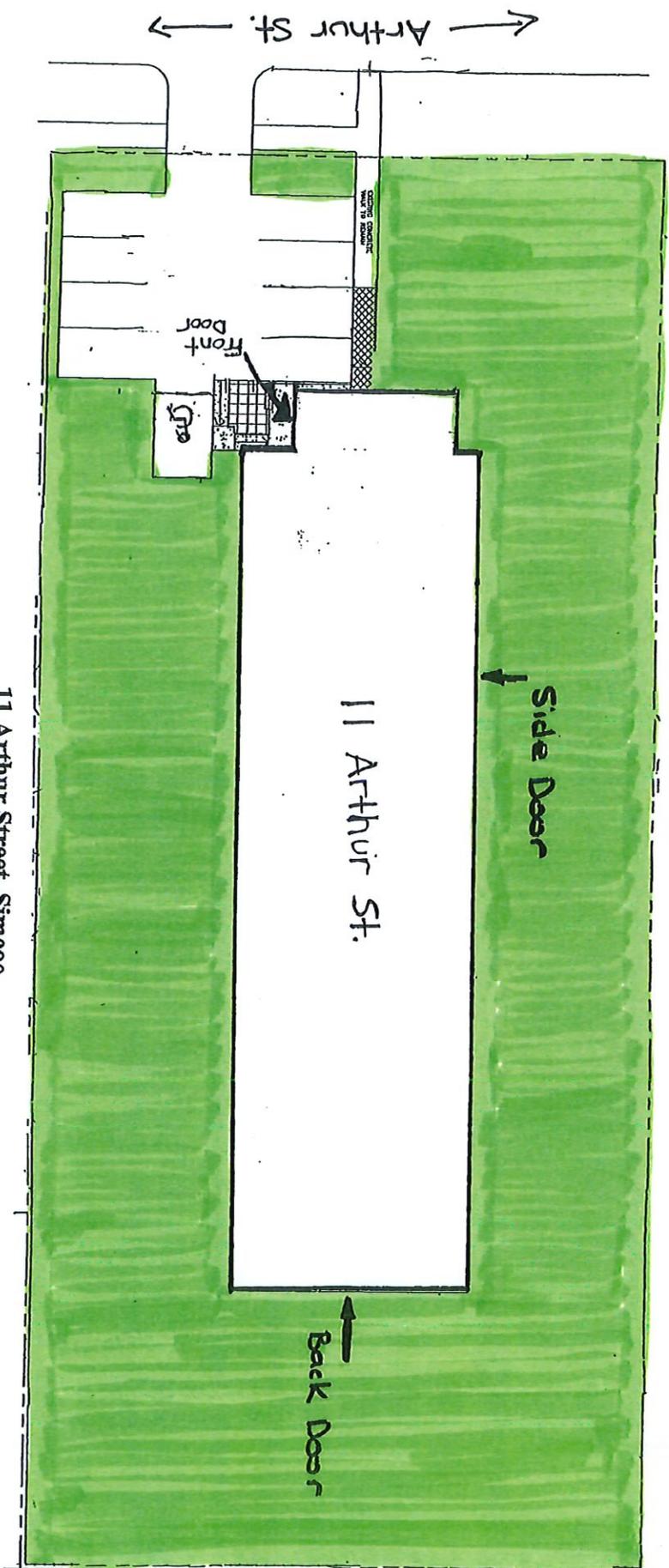
**LANDSCAPE & SITE MAINTENANCE Checklist (Submit with each monthly invoice)**

Building:		Month Work Completed:	
Company:		Name:	
Check As Completed week No. <b>1 2 3 4 5</b>	Weekly Duties		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Remove all leaves, paper, glass, animal excrement, and other debris prior to cutting grass		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Mow all lawn areas (50mm - 65mm)		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Rake/sweep lawn if necessary to remove heavy clumps of grass clippings		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Edge all lawn areas		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Trim all lawn areas		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Sweep/blow all walks and paved areas including parking lots and drives		
Bi-Weekly Additional Duties			
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Hand cultivate to 50mm depth all shrub beds, flower beds, and bare earth areas		
Monthly Additional Duties			
<input type="checkbox"/>	Trim all shrubs & Hedges		
<input type="checkbox"/>	prune all trees and shrubs to remove dead material, sucker growth, and damaged material		
<input type="checkbox"/>	Apply contact vegetation killer to all pavement cracks and joints (include walks, patios, and curbs)		
Additional Seasonal Duties-Following Spring Clean-Up			
<input type="checkbox"/>	Trim all Shrubs, Trees and Hedges		
<input type="checkbox"/>	Remove any annuals left in flower beds and deep cultivate flower and shrub beds		
Additional Seasonal Duties-Following Fall Clean-Up			
<input type="checkbox"/>	Rake, collect and remove all leaves from the site		

I hereby certify that all work was completed as per the Landscape and Site Maintenance specifications.

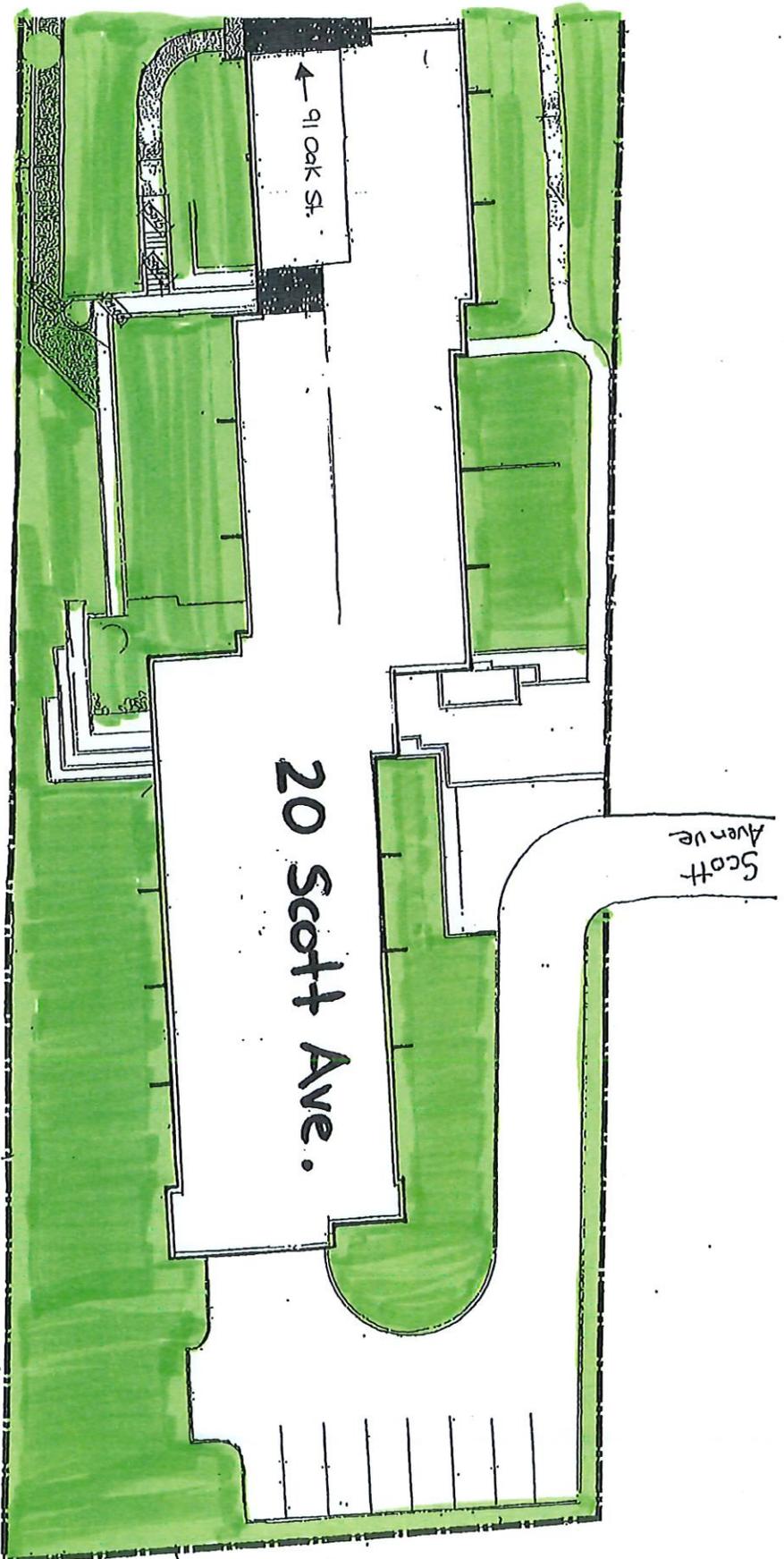
Signed: \_\_\_\_\_

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



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Site Plan

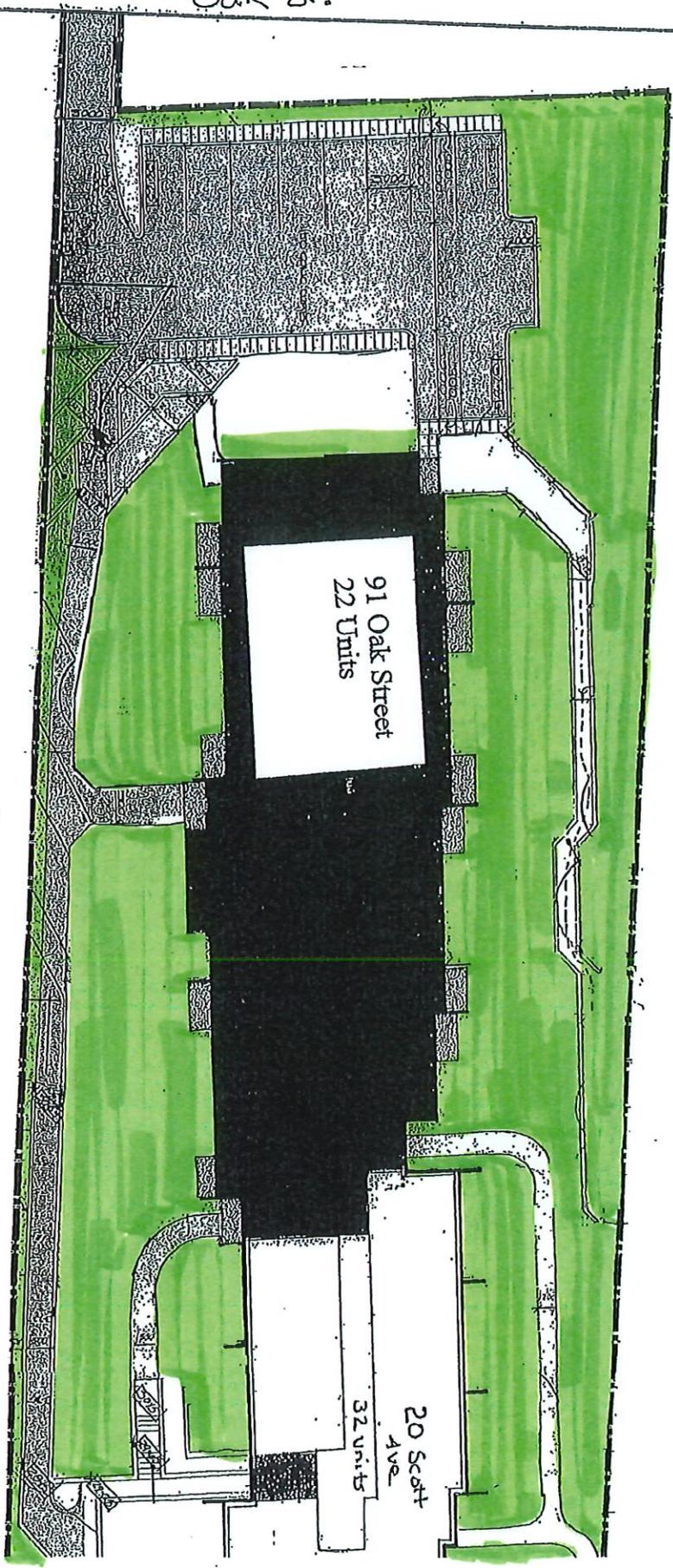
 = Landscape Areas



 = Landscape Areas

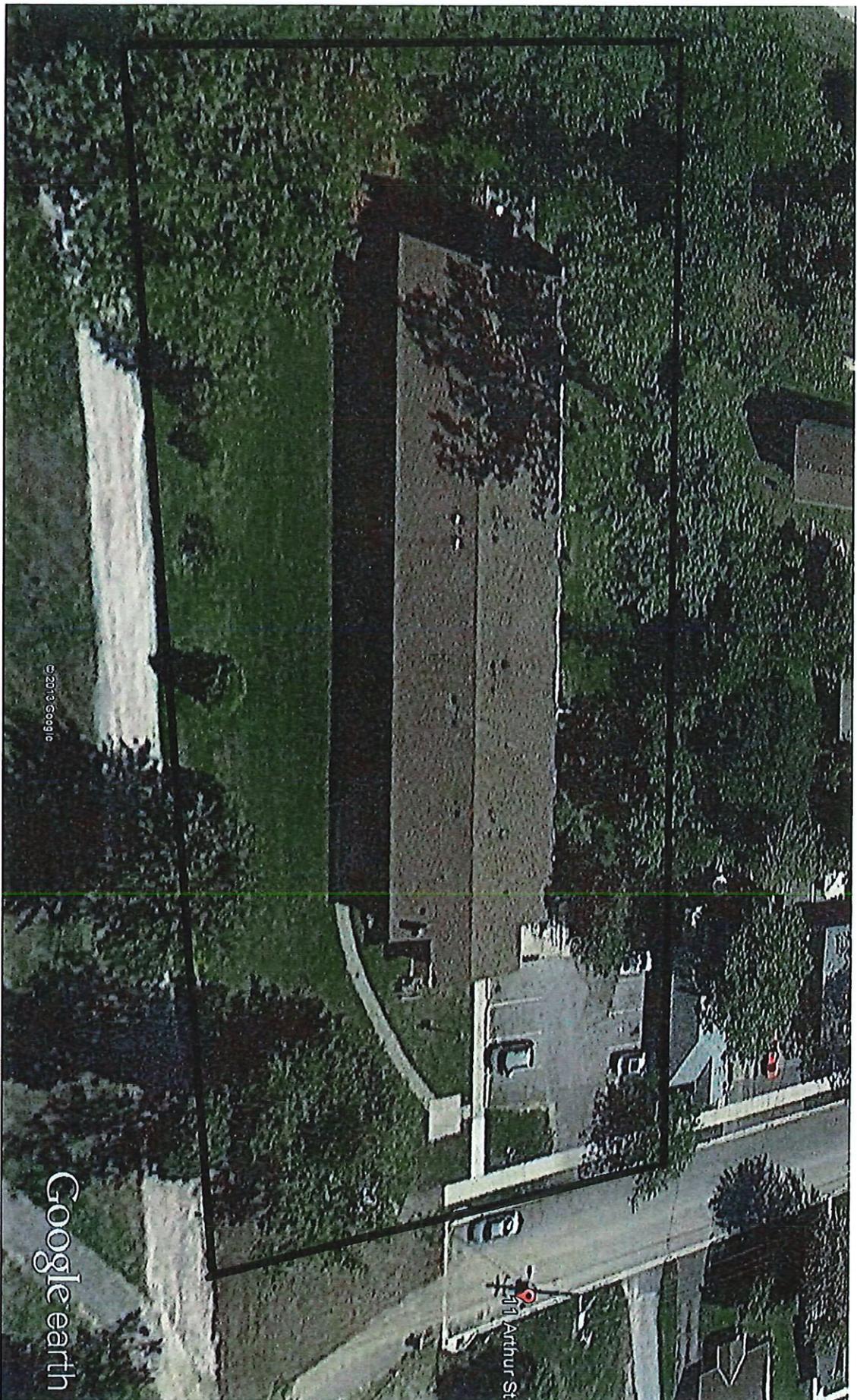
**20 Scott Avenue, Simcoe  
Site Plan**

Oak St.



91 Oak Street, Simcoe  
Site Plan

 = Landscape Areas



Google earth

feet  
meters



100

50



Google earth

©2013 Google

11 Arthur St., Simcoe



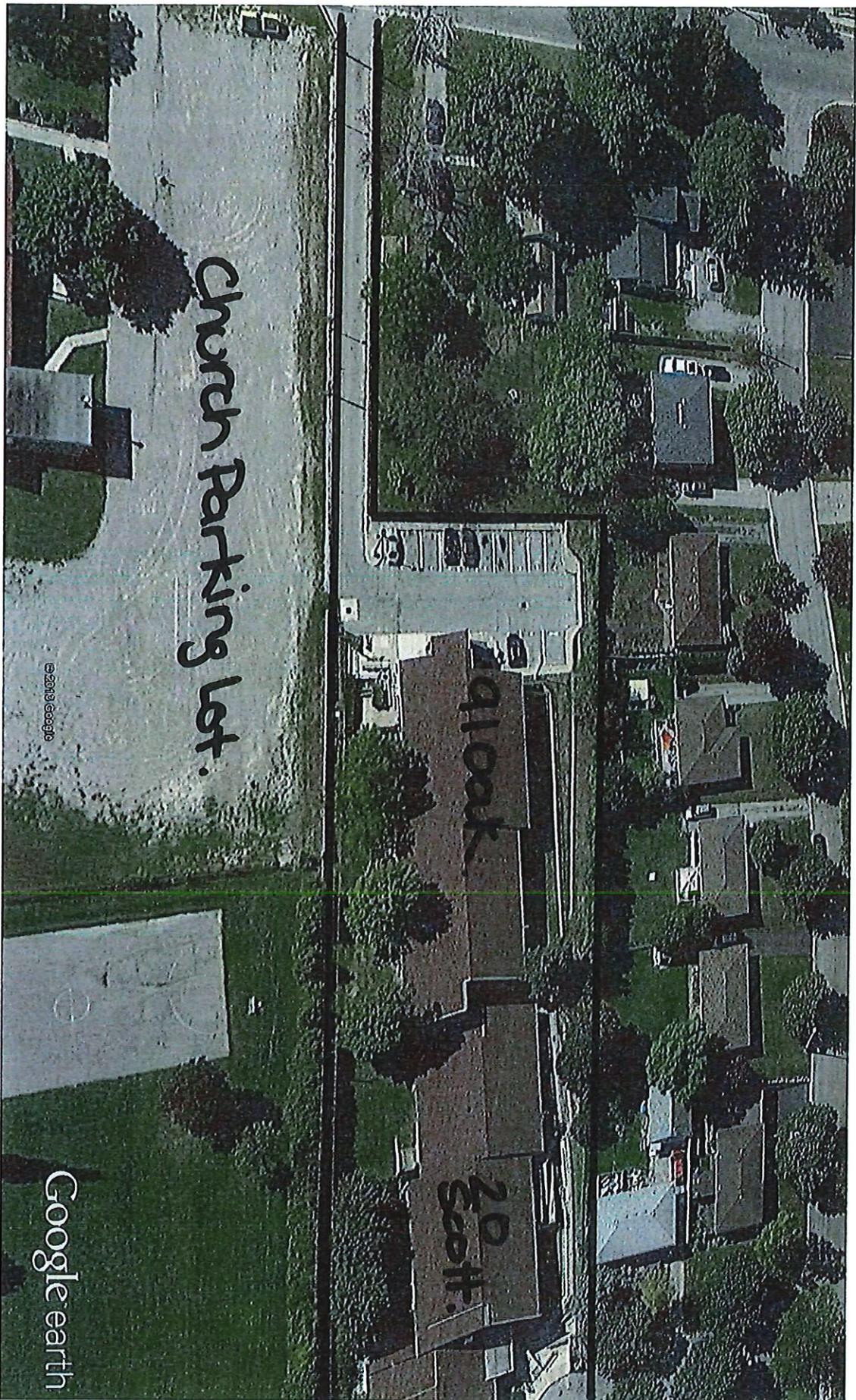
Google earth

feet  
meters



20 Scott Ave., Simcoe

Google earth



Google earth

feet  
meters



300  
90



Church Parking Lot.

91 Oak

20 Scott.

Google earth

91 Oak St, Simcoe