



**SEVEN OAKS**  
SCHOOL DIVISION  
*community begins here*

**REQUEST FOR QUOTATION (RFQ) FOR:**

**SNOW CLEARING, HAULING & SANDING SERVICES**

**Issued By: SEVEN OAKS SCHOOL DIVISION**

**1985 Grassmere Road  
West St. Paul, MB.  
R4A 6A3**

**Date of Issue: April 4th, 2024**

**Submission Deadline: May 2nd, 2024, at 14:00:00 (CDT Manitoba)**

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## Part 1 Introduction

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### 1.0 Background

The Seven Oaks School Division (SOSD) requires snow clearing, hauling, and sanding services at several locations located in the City of Winnipeg and the Municipality of West St. Paul on “as and when requested” basis. The Seven Oaks School Division reserves the right to adjust the area requiring services at each location and to add or remove locations at its sole discretion.

### 2.0 Purpose and Scope

The purpose of this Request for Quotation (RFQ) is to seek snow clearing, hauling, and sanding services from a qualified Bidder whose bid best serves the interests of the Seven Oaks School Division in accordance with the stated evaluation criteria.

The contract shall be for a fixed period of approximately three (3) years from October 1, 2024 to June 30, 2027 with either two (2) or one (1) year option for renewal by mutual agreement.

This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement (CFTA).

### 3.0 Specifications

Detailed specifications of this RFQ are set out in Part 6.

### 4.0 Definitions

Where used in this RFQ and in the other documents that form part of the Contract:

**"Bid"** means the Bidder’s written submission in response to this RFQ and shall include all bid documents that must be completed or provided in order to constitute a responsive Bid;

**"Bidder"** means an individual, partnership, corporation or other person who submits a Bid in response to this RFQ;

**“must”, “shall”, “requires” or “required”** means something is mandatory. If a Bid does not contain or comply with a mandatory element, the Bid will be rejected and not evaluated further;

**"RFQ"** means this Request for Quotation and all addenda that may be issued in respect of the RFQ prior to the submission deadline;

**"Work"** means all activities, goods, services, materials or equipment and things required to be done, delivered or performed by the Vendor under the Contract as more particularly described in this RFQ;

**"should" or "desired"** means something is desirable but not mandatory. If a Bid does not contain or not comply with a desirable element, the Bid will not be rejected and will be evaluated, but the Bid may be given a lower rating (where applicable) because of the omission.

**"Specifications"** are that portion of the contract documents, wherever located and whenever issued, consisting of the written requirements and standards for the Work and the procedures for determining whether the requirements and standards have been met, and includes the documents identified in Part 6 of this RFQ.

**"Submission Deadline"** means the date and time set out on the title page of this RFQ or any amendment to that date and time made by SOSD by way of addendum prior to that date and time.

**"Vendor"** means the Bidder, if any, selected by SOSD supply goods or services or both to SOSD;

**"SOSD"** means Seven Oaks School Division;

**"MHCA"** means Manitoba Heavy Construction Association;

## 5.0 Sustainability

SOSD recognizes that the purchasing decisions made can have an impact on the sustainability of the province's communities and environment. Accordingly, this means that purchases are to be based on:

- careful consideration of the impact of the goods, materials or services on the environment, economy, and human health and well-being;
- consideration of market factors, such as specifications, product delivery consolidations, efficient logistics, proper route planning, no idling of vehicles during product delivery, and use of fuel efficient delivery vehicles; and
- preference being given to service providers with established sustainable delivery strategies and environmentally preferable goods and materials whenever they perform satisfactorily and are available at a reasonable price.

For additional information please refer to [The Sustainable Development Act, C.C.S.M. c. S270 \(http://web2.gov.mb.ca/laws/regs/annual/2004/004.pdf\)](http://web2.gov.mb.ca/laws/regs/annual/2004/004.pdf)

## Part 2 Bidder's Instructions

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### 1.0 Submission Address and Deadline

A hard copy of the bid **must** be received at the Submission Address as set out on the title page of this RFQ by no later than the Submission Deadline. **Bids received after the Submission Deadline will not be accepted and will be returned to the Bidder unopened.**

SOSD may extend the Submission Deadline by issuing an addendum at any time prior to the Submission Deadline or prior to the date and time previously specified in any addendum extending the Submission Deadline.

**It is solely the Bidder's responsibility to ensure that their Bid and all attachments are received at the Submission Address prior to the Submission Deadline.**

### 2.0 Submission Methods

Bids should be submitted in a sealed envelope and sent by mail or delivered personally, or by courier to the Submission Address. The envelope should be clearly marked "**Snow Clearing, Hauling & Sanding Services**", the Submission Deadline, the Bidder's name, and return address.

Faxed or emailed submissions will not be accepted.

### 3.0 Document Availability

Electronic Bid Documents will be available at the SOSD website ([www.7oaks.org](http://www.7oaks.org))

It is the responsibility of each bidder to download all required digital content, including addenda, from the SOSD website.

### 4.0 Inquiries

All inquiries related to this RFQ **must** be directed, in writing, to:

Tony Campos  
Director of Operations  
Seven Oaks School Division  
1985 Grassmere Road  
West St. Paul, MB.  
R4A 6A3  
Email Address: [tony.campos@7oaks.org](mailto:tony.campos@7oaks.org)

Inquiries should be received no later than **April 24, 2024**. If an inquiry is received later than that inquiry deadline date, SOSD may respond but is not obligated to provide a response.

If a Bidder has sent an inquiry and has not received any acknowledgement, the Bidder should follow up with SOSD. In any event, SOSD is not responsible if a Bidder's inquiry does not reach SOSD by the requisite date shown above.

Only information provided in writing by the SOSD contact above will be binding on SOSD. Information provided verbally will not be binding on SOSD.

If SOSD, in its sole discretion, determines that an inquiry will be of interest to all Bidders, it will be communicated in writing to all Bidders by Addenda. The source of the inquiry will be kept confidential.

## **5.0 Bid Content**

**It is not a requirement to return the entire RFQ document.**

The Bid **must** consist of the following documents:

### **5.1 Bid Submission Appendix A: Bid Form (complete Part 7) and Pricing Appendix B: Prices/Equipment List (complete Part 8)**

Bidders **must** complete and submit the provided Bid Submission Appendix A: Bid Form and Pricing Appendix B: Prices/Equipment List (Part 7 and 8) of this RFQ. The Bid Submission Appendix A Bid Form **must** be signed by a representative of the Bidder with the authority to bind the Bidder.

### **5.2 Additional Bid Documents**

Bidders **must** submit the following documents with their Bid at Submission Deadline

- Insurance Certificate
- Workers Compensation Clearance Letter
- Two References

## **6.0 Amendment or Withdrawal of Bid**

Bidders may amend Bids submitted in response to this RFQ prior to the Submission Deadline by submitting an amendment clearly identifying the change or by submitting a new Bid that clearly indicates that it is to replace the Bid previously submitted by the Bidder.

Bidders may withdraw a Bid by submitting a request to withdraw in writing to SOSD by no later than the Submission Deadline.

All amendments to, or requests to withdraw a submitted Bid must be in writing submitted

to SOSD at the Submission Address. All such amendments or requests must be signed by the Bidder or an authorized representative of the Bidder who has the authority to bind the Bidder.

Any amendment or request to withdraw received after the Submission Deadline will not be accepted.

**It is solely the Bidder's responsibility to ensure that any amendment or request to withdraw is received at the Submission Address prior to the Submission Deadline.**

## **7.0 Site/Location**

The Bidder will be responsible to visit and exam the site(s)/location(s) prior to the tender closing date at their expense. The Bidder shall be aware of the conditions at the sites and means of access to it and the nature, quality, and quantity of the required work. No allowance will be made for any error or neglect in complying with the above. It is the Bidder's responsibility to clarify any items related to this tender which they may be in doubt of prior to the tender submission.

**1 PDF file (SOSD – Snow Clearing Maps)** Site maps with highlighted area showing snow clearing requirements attached to this RFQ.

On-line site maps can be found by entering the address at the following City of Winnipeg link:

[Property Map / Aerial Photography - Planning, Property & Development Department - City of Winnipeg](#)

## **Part 3 Conditions of RFQ and Bid**

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By submitting a Bid, the Bidder agrees to the following terms and conditions:

### **1.0 Bid Ownership and Confidentiality**

Bids, once submitted, become the property of the Seven Oaks School Divisions. All Bids will be kept in confidence by SOSD subject to such disclosure as may be required for internal approvals and process or under the provisions of *The Freedom of Information and Protection of Privacy Act* or *The Personal Health Information Act* or other law, or to satisfy a court order.

### **2.0 Bid must be Unconditional**

No Bid will be considered that is in any way conditional or that proposes to impose conditions on SOSD that are inconsistent with the requirements of this RFQ and the terms and conditions stipulated herein.

### **3.0 Cancellation of RFQ**

SOSD may cancel this RFQ at any time, with no liability whatsoever to any Bidder.

### **4.0 No Obligation to Accept a Bid/Award Contract**

The submission of a Bid, the receipt of a Bid by SOSD, the opening of a Bid, the evaluation of a Bid, and the determination of the top ranked Bidder or any one of these is not acceptance in any way whatsoever of the Bid. A Bid is not, in any way, a unilateral contract. A Bid is an offer by the Bidder to SOSD to perform the Work as set out in this RFQ. SOSD, in its entire discretion, may accept or reject all or part of a Bid. SOSD is under no obligation to accept any Bid or to select the Bid offering the lowest price for the Work.

Without limiting the generality of the foregoing, SOSD will have no obligation to accept a Bid where:

- the prices exceed the available funds for the work
- the prices are materially in excess of the prices received for similar work in the past
- the prices are materially in excess of SOSD's cost to perform the work or a significant portion thereof, with its own forces
- only one Bid is received
- if, in the judgment of SOSD, the interests of SOSD would be best served by not accepting any Bid



## **5.0 Right to Reissue RFQ**

SOSD reserves the right to reissue the RFQ where, in SOSD's sole opinion, none of the Bids submitted in response to the RFQ warrant acceptance or where it would not be in the best interests of SOSD to accept any of the Bids.

## **6.0 No Conflict of Interest**

In submitting a Bid, the Bidder declares and represents that the Bidder does not knowingly have a conflict of interest related to the performance of the work by the Bidder. If the Bidder is in doubt as to whether individuals or circumstances give rise to a conflict of interest, the Bidder should consult with the person identified in Part 2, Section 4.0 of this RFQ prior to submitting a Bid. SOSD may reject any Bid if SOSD, in its sole discretion, determines that an actual or potential conflict of interest exists.

## **7.0 Cost of Bid**

Bidders are responsible for all costs incurred by them in preparing and submitting Bids.

## **8.0 Irrevocable**

This Bid becomes irrevocable on the submission deadline and is open for acceptance for (90) ninety days after the submission deadline.

## Part 4 Bid Evaluation and Award

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### 1.0 Evaluation Process

#### 1.1 Step 1: Determining Bid Compliance (pass/fail)

Bids must meet all of the mandatory requirements of the RFQ to be considered compliant and proceed to the next step of the evaluation process. It is the Bidder's responsibility to ensure that it meets all of the mandatory requirements of this procurement. (Use of the words "must", "shall", "requires" or "required" means something is mandatory.) If the Bidder fails to satisfy the mandatory requirements, its Bid will be rejected and receive no further consideration.

<b>MANDATORY REQUIREMENTS INCLUDE:</b>	<b>PASS/ FAIL</b>
Bid Received Prior to Submission Deadline	
Completed and Signed Bid Submission Appendix A: Bid Form (Part 7)	
Completed Pricing Appendix B: Pricing/Equipment List (Part 8)	
Proof of Insurance Certificate	
Proof of Workers Compensation	
Two (2) References of past/current customers	

#### 1.2 Step 2: Bid Evaluation

Bid evaluation will be based on the Bidder's price and capacity to perform the Work. If SOSD decides to accept a Bid, it will accept the Bid that, in SOSD's sole discretion, is the best overall Bid when evaluated in accordance with the criteria identified that meets the conditions of the goods or services requested.

### 2.0 Conduct of Evaluation

As part of its evaluation, SOSD may, in its sole discretion, request:

- a) specific information with respect to the Bidder's legal status, including proof that the Bidder is incorporated or otherwise properly registered to carry on business in the Province of Manitoba;
- b) clarification or verification from the Bidder regarding any or all information provided by them with respect to the RFQ;

- c) any other information or documents as may be required by SOSD or the RFQ.

Bidders will have the number of business days specified in the request by SOSD to comply with any request related to the above items. Failure to comply with the request may result in the disqualification of the Bidder and the rejection of its Bid.

### 3.0 Acceptance of Bid

If SOSD decides to accept a Bid or part of a Bid, it will accept the Bid that, in SOSD's sole opinion, is the best overall Bid when evaluated in accordance with the criteria identified.

If SOSD decides to accept a Bid or part of a Bid, it will signify its conditional acceptance by preparing and forwarding to the top ranked Bidder an acceptance letter.

The contract award(s) may be split based on bid evaluation, in SOSD's sole opinion, is in its best interest. The successful bidder is expected to be issued a Contract and/or purchase order for the Work.

SOSD's acceptance of a Bid is conditional upon the top ranked Bidder submitting the following documents after receiving the conditional acceptance letter:

- a) **Certificate of Insurance:** a certificate of insurance satisfactory to SOSD, as written evidence of the required insurance covering the Work to be provided under the Contract, with minimum coverage as identified in the General Terms and Conditions; and
- b) **Worker's Compensation:** Where the Bidder's industry is included in the scope of *The Worker's Compensation Act* (Manitoba) C.C.S.M. c. W200 and the Bidder **must** maintain coverage under that Act, a clearance letter from the Worker's Compensation Board of Manitoba that the Bidder's workers compensation coverage is in good standing with the Board. The clearance letter **must** be dated no earlier than the date the Bidder receives the conditional acceptance letter. A clearance letter can be generated through the following website: <http://www.wcb.mb.ca/clearances>.

or

Where the Bidder's industry is included in the scope of *The Worker's Compensation Act* (Manitoba) C.C.S.M. c. W200 but the Bidder is exempt, the Bidder **must** provide a statement indicating that it is exempt and the reason(s) for the exemption.

Subject to the foregoing conditions having been met, SOSD will prepare a formal agreement signed and sealed by both SOSD and the Vendor and shall constitute the Contract with no further documentation required to bind the parties.

The Vendor must not start to perform the Work until the above noted conditions have been fulfilled by both parties.

## **Part 5 General Terms and Conditions**

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In addition to any specific requirements that must be met in performing or delivering the Work as provided elsewhere in this RFQ, the following terms and conditions shall apply to the parties to the Contract and the Work.

### **1.0 Definitions and Interpretation**

- 1.1** The Contract shall constitute the entire agreement between SOSD and the Vendor. There are no representations, warranties, covenants, or agreements other than those contained in the Contract.
- 1.2** In the event of conflicts between portions of the Contract, the following order of precedence shall apply:
- a) the signed Bid Submission Appendix A: Bid Form
  - b) Pricing Appendix B: Pricing/Equipment List;
  - c) these General Terms and Conditions;
  - d) the Specifications;
  - e) the Bid.

### **2.0 Contract Period**

- 2.1** The contract shall be for a fixed period of approximately three (3) years from October 1, 2024 to June 30, 2027 with either two (2) or one (1) year option for renewal by mutual agreement. The contract is anticipated to commence on October 1, 2024.

### **3.0 Work to Be Provided**

- 3.1** The Bidder agrees to provide the Work on the terms and conditions set out in the Contract.
- 3.2** SOSD and the Vendor agree that any work performed by the Vendor outside the scope of the Contract without the prior written approval of SOSD shall be deemed to be gratuitous on the Bidder's part, and SOSD has no liability with respect to such work.
- 3.3** The Vendor agrees that no Work shall be performed until the Vendor is in receipt of a notice of award issued from SOSD authorizing the commencement of Work.

### **4.0 Delivery**

- 4.1** Time is of the essence, and the Work must be fully performed as specified in the Contract. No change in performance will be permitted without SOSD's written consent. No acceptance of the Work after the scheduled performance dates constitutes a waiver by SOSD of any term or condition that requires the Bidder to perform at a future date.

## **5.0 Inspection and Acceptance**

- 5.1** All the Work shall be subject to inspection and acceptance by SOSD. Inspection and acceptance of the Work by SOSD does not relieve the Vendor of its responsibility for defects or other failures of the Work to meet the requirements of the Contract.
- 5.2** If SOSD determines that the Work or any part thereof is defective or deficient, SOSD shall have the right to do any one or more of the following in addition to anything permitted elsewhere in the Contract or by law:
- (a) if SOSD determines that the Work is defective, deficient or otherwise does not comply with the requirements of the Contract, SOSD may direct the Vendor to repair, reconstruct, replace or otherwise remedy the defect or deficiency;
  - (b) if SOSD determines that it is not expedient to correct defective or deficient Work, SOSD may deduct from the Vendor's fees the difference between the value of the Work as done and that called for by the Contract, the amount of which shall be determined by SOSD.
- 5.3** The Work remains at the risk of the Vendor until it has been satisfactorily inspected and accepted by SOSD.

## **6.0 Representations and Warranties of the Vendor**

- 6.1** The Vendor represents and warrants that:
- (a) the Vendor possesses the necessary personnel, skills, expertise and experience to perform the Work in accordance with the provisions of the Contract;
  - (b) the Vendor understands SOSD's requirements under the Contract and will be able to satisfy these requirements;
  - (c) if the Vendor is a corporation:
    - (i) it is a valid and existing corporation, duly registered under the laws of Canada to carry on business in Manitoba;
    - (ii) it has the corporate power and authority to enter into and deliver, and perform the obligations of the Vendor under the Contract;
    - (iii) all necessary corporate actions or other proceedings have been taken to authorize the Vendor to enter into and deliver, and perform the obligations of the Vendor under the Contract; and
- 6.2** The Vendor acknowledges that SOSD has entered into the Contract relying on the above representations and warranties. The Vendor agrees to advise SOSD of any event, condition or circumstance occurring during the term of the Contract that would make a representation or warranty made in untrue or misleading if the Vendor were required to make it at the time of the occurrence.

## **7.0 Performance of Vendor's Obligations**

### **7.1** The Vendor agrees:

- a) that the Work shall be performed by the Vendor's personnel identified in their Bid (or provided to SOSD upon request), unless SOSD agrees otherwise in writing;
- b) that the personnel mentioned in clause 7.1(a) shall devote the time, attention, abilities, and expertise necessary to properly perform the Vendor's obligations under the Contract;
- c) to perform all obligations and provide the Work in a professional manner satisfactory to SOSD;
- d) to provide the supervision, training, equipment and all other things necessary for the performance of the Work to the satisfaction of SOSD;
- e) to comply with all reasonable directions and requests of SOSD; and
- f) to comply with, and to perform the Work in accordance with all applicable laws and regulatory requirements, whether federal, provincial, or municipal.

**7.2** Whenever the Work is to be performed on SOSD's premises or on premises under SOSD's control, the Vendor must comply with SOSD's work and safety rules, and must require its employees, officers, and agents to so comply. SOSD has the right to exclude personnel from SOSD's premises who do not comply with such rules, and at SOSD's option, terminate the Contract if the Vendor or its employees, officers, or agents fail to comply with this provision.

**7.3** Vendors should be COR/SECOR Certified or in the process of being Certified.

## **8.0 Prices, Invoicing and Payment**

**8.1** SOSD will pay the prices stated in the Contract for the Work, plus applicable taxes. The prices are deemed to be in Canadian dollars unless otherwise specified or agreed to in writing by SOSD.

**8.2** Provided that the Work has been performed to SOSD's satisfaction in accordance with the Contract, SOSD will endeavor to pay the Vendor any fees due within 30 days after the receipt and approval of an invoice, unless otherwise mutually agreed upon.

## **9.0 Reporting, Record Keeping**

**9.1** The Vendor agrees to provide written progress reports, satisfactory in form and content to SOSD, with respect to the provision of the Work, on monthly or as may be requested by SOSD from time to time.

- 9.2** The Vendor shall establish and maintain during the term of the Contract, such accounting and other records as are necessary for the proper management of the Work.
- 9.3** SOSD may request additional information about the ownership and control of the Vendor at any time during the term of the Contract. The Vendor agrees to promptly provide the requested information.

## **10.0 Publication of Contract Award Information**

- 10.1** The Vendor agrees that SOSD may publish certain information related to the Contract. The Vendor agrees to the disclosure of the following information included in the Contract:
- a) a description of the goods or services procured;
  - b) the Vendor's the name and address; and
  - c) the value of the Contract, which may include the disclosure of the Vendor's unit prices or rates.
- 10.2** The Vendor further agrees that it will have no claim against SOSD or its officers, employees or agents, in relation to such disclosure or publication.

## **11.0 Confidential Information**

- 11.1** While the Contract is in effect, and at all times thereafter, the Vendor and any officers, employees or agents of the Vendor:
- (a) shall treat as confidential all information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, acquired or to which access has been given in the course of, or incidental to, the performance of the Work or terms of the Contract;
  - (b) shall not, without first obtaining written permission from SOSD;
    - I. use, or permit use of, the information, documents and materials described in clause 11.1(a) except for the proper performance of the Vendor's obligations under the Contract; or
    - II. disclose, or permit disclosure of, the information, documents and materials described in clause 11.1(a) to any person, corporation, or organization; and
  - (c) shall comply with any rules or directions made or given by SOSD with respect to safeguarding or ensuring the confidentiality of the information, documents and materials described in clause 11.1(a).
- 11.2** It is acknowledged that the prohibition against disclosure, shall not apply where disclosure is required by law or court order or for law enforcement purposes.

## 12.0 SOSD Not Liable

- 12.1 SOSD shall not be liable for any injury to the Vendor, or to any officers, employees or agents of the Vendor, or for any damage to or loss of property of the Vendor, or of the officers, employees or agents of the Vendor, caused by or in any way related to the performance of the Work or the terms of the Contract.
- 12.2 Subsection 13.1 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of SOSD acting within the scope of his or her employment.
- 12.3 The Vendor shall accept responsibility for damage(s) to SOSD properties directly related to the Work and arrange for repairs of the damage(s) caused by the Vendors equipment. Failure to repair such damage(s) to the satisfaction of SOSD could result in SOSD repairing the damage(s) and deducting the cost of repairs from Vendor payments. A mutually agreed timeline to repair any damage(s) caused by the Vendor will be at SOSD's sole discretion.

## 13.0 Indemnity

- 13.1 The Vendor shall use due care in the performance of the obligations under the Contract to ensure that no person is injured, no property is damaged or lost and no rights are infringed.
- 13.2 The Vendor shall be solely responsible for:
- a) any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of the Work or any term of the Contract, or the breach of any term or condition of the Contract by the Vendor, or the officers, employees, or agents of the Vendor; and
  - b) any omission or wrongful or negligent act of the Vendor, or of the officers, employees, or agents of the Vendor;

and shall save harmless and indemnify SOSD, its officers, employees, and agents from and against all claims, liabilities and demands with respect to clauses (a) and (b).

## 14.0 Insurance

- 14.1 The Vendor agrees to obtain and maintain, at its cost, throughout the term of the Contract:
- a) Errors and omissions insurance covering all professional or technical services provided by the Vendor, or any of its officers, employees, or agents. The coverage shall not be less than be two (2) million dollars **(\$2,000,000) for Automobile Insurance** and five (5) million dollars **(\$5,000,000) for General Liability** inclusive limits and shall be underwritten by insurers acceptable to SOSD. If this insurance is written on a claims-made basis, it shall be maintained by the Vendor for a minimum of 12 months after completion of the Work.



- 14.2** Without limiting or restricting such insurance shall:
- (a) name SOSD, its officers, employees, and agents as additional insureds with respect to the Work provided under the Contract;
  - (b) require the insurer to give SOSD at least thirty (30) days prior written notice if it intends to cancel or significantly reduce the coverage under the policy.
- 14.3** The Vendor agrees that it will not cancel, materially alter, cause, or allow the insurance coverage required under the Contract to lapse without giving 30 days prior written notice to SOSD.
- 14.4** The Vendor acknowledges that it has the sole responsibility to determine the appropriate amount and terms of insurance coverage required.
- 14.5** If SOSD requests the Vendor to do so at any time during the term of the Contract, the Vendor must submit to SOSD a certificate of insurance for itself evidencing the required insurance.
- 14.6** The Vendor must not do or omit to do anything or permit anything to be done or not to be done which will in any way impair or invalidate its insurance coverage.

**NOTE:** The Vendor must provide a Certificate of Insurance to SOSD as evidence that all insurance coverages are valid prior to contract start date.

## **15.0 Workers Compensation**

- 15.1** Where the Vendor's industry is included in the scope of *The Workers Compensation Act* (Manitoba) C.C.S.M. c. W200 and the Vendor is required under the Act to maintain coverage:
- (a) the Vendor shall be registered with the Workers Compensation Board of Manitoba; and
  - (b) shall provide and maintain in good standing workers compensation coverage throughout the term of the Contract.
- 15.2** At the written request of SOSD, at any time during the term of the Contract, the Vendor must provide SOSD with evidence, in a form satisfactory to SOSD, of coverage and standing.

## **16.0 Restriction on Other Work and Advertising**

- 16.1** While the Contract is in effect, the Vendor and any officers, employees or agents of the Vendor shall not perform services or deliver goods to any other person, firm, corporation, or organization in any manner which might interfere or conflict with the Vendor's performance of its obligations or undertakings under the Contract.
- 16.2** The Vendor must not refer to, or permit any reference to, the Contract or the Work in any

advertising or promotional material except with the prior written authorization of SOSD.

## **17.0 Additional Locations and Services**

**17.1** By written agreement between SOSD and the Vendor, the contract may be amended to include additional services and/or add or delete locations as necessary through the duration of the contract.

## **18.0 Suspension or Extension**

**18.1** SOSD may, at its sole option, from time to time, delay or suspend Work being provided under the Contract, in whole or in part, in writing for such period of time as may, in the opinion of SOSD, be necessary.

**18.2** SOSD may, at its sole option, extend the time in which the work is being performed in writing, if necessary, by reason of circumstances beyond the control of the Vendor or through no fault of the Vendor.

## **19.0 Termination**

SOSD may, in its sole discretion, immediately terminate the Contract in writing if:

- (a) the Vendor fails to properly fulfill, perform, satisfy, and carry out each and every one of its obligations under the Contract; or
- (b) the Vendor fails or refuses to comply with a verbal or written request or direction from SOSD within 30 days of receiving the request or direction; or
- (c) the Vendor becomes bankrupt or insolvent or liquidates; or
- (d) a receiver, trustee or custodian is appointed for the assets of the Vendor, or any partner thereof; or
- (e) the Vendor or any partner thereof makes a compromise, arrangement, or assignment with or for the benefit of the creditors of the Vendor or of that partner, as the case may be; or
- (f) the Vendor fails to secure or renew any license or permit for the Vendor's business required by law; or any such license or permit is revoked or suspended; or
- (g) the Vendor or any partner, officer or director of the Vendor is found guilty of an indictable offence; or
- (h) the Vendor fails to comply with any law or regulation relating to the employment of its employees; or
- (i) the Vendor at any time engages in any activities or trade practices which, in the

opinion of SOSD, are prejudicial to the interests of SOSD; or

(j) there is a breach of any provision of the Contract.

**19.1** SOSD may, in its sole discretion, terminate the Contract at any time by giving at least thirty (30) days written notice to the Vendor prior to the intended termination date.

**19.1** Upon the expiry or earlier termination of the Contract, the Vendor shall cease to perform any further Work. SOSD shall be under no obligation to the Vendor other than to pay, upon receipt of an invoice and supporting documentation satisfactory to SOSD, such compensation as the Vendor may be entitled to receive under the Contract for Work completed to the satisfaction of SOSD up to the effective date of termination.

## **20.0 Ownership of Information**

**20.1** All information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Vendor, or any officers, employees or agents of the Vendor, in the performance of, or incidental to the performance of the Work or the terms of the Contract, and all intellectual property rights therein (including, without limitation, all copyright, patent, trade mark rights), shall be the exclusive property of SOSD, and shall be delivered or assigned without cost to SOSD upon request.

**20.2** The Vendor shall waive the Vendor's moral rights under the Copyright Act (Canada) in the information, documents and materials described in subsection 20.1 in favour of SOSD, and shall execute any additional documents, in a form satisfactory to SOSD, which may be required to evidence this waiver. Upon SOSD's request, the Vendor further agrees to obtain from each of its officers, employees, and agents written waivers, in a form satisfactory to SOSD, of all their moral rights in such information, documents and materials in favour of SOSD.

**20.3** During the term of the Contract, and at all times thereafter, the Vendor, and any officers, employees or agents of the Vendor, shall not use, publish or disclose any information, documents and materials, including (without limitation) all data, research, reports, drawings, designs, plans, photographs and other materials, discovered or produced by the Vendor, or the officers, employees or agents of the Vendor, in the provision or delivery of, or incidental to the provision or delivery of, the Work or the terms of the Contract without first obtaining written permission from SOSD.

## **21.0 Independent Contractor**

**21.1** The Vendor is an independent contractor, and the Contract shall not create the relationship of employer and employee, or of principal and agent, between SOSD and the Vendor or between SOSD and any officers, employees or agents of the Vendor.

**21.2** The Vendor shall be responsible for any deductions or remittances, which may be required by law.

**21.3** In the event it is determined that the Vendor is not an independent contractor and that the Contract creates the relationship of employer and employee between SOSD and the Vendor, the Vendor agrees to be solely responsible and to save harmless and indemnify SOSD, its officers, employees and agents from and against all claims, liabilities, orders, costs and demands resulting from such a determination, to the extent that such an indemnity is not prohibited by law. Should such a determination be made, the Vendor agrees that any amount SOSD has paid to the Vendor under the Contract shall constitute an all-inclusive payment of the Vendor's wages, vacation pay, overtime pay, benefits or other remuneration whatsoever, regardless of the day of the week on which the Work was performed or the number of hours worked in a day or week.

## **22.0 Assignment**

**22.1** The Vendor shall not assign or transfer the Contract or any of the rights or obligations under the Contract without first obtaining written permission from SOSD. SOSD may, in its sole discretion, refuse to grant such permission.

## **23.0 Amendments**

**23.1** No amendment or change to, or modification of, the Contract shall be valid unless in writing and signed by both parties.

## **24.0 Governing Law**

**24.1** The Contract shall be interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein.

## **PROTECTION OF PERSONAL INFORMATION**

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### **Definition of personal information**

- 1.01 In this Appendix and in the Contract, “personal information” has the meaning given to that term in *The Freedom of Information and Protection of Privacy Act* of Manitoba (C.C.S.M. c. F175), and includes:
- personal information about an identifiable individual which is recorded in any manner, form or medium; and
  - personal health information about an identifiable individual as defined in The Personal Health Information Act of Manitoba (C.C.S.M. c. P33.5).

These statutory definitions are attached at the end of this Appendix.

- 1.02 The requirements and obligations in this Appendix:
- (a) apply to all personal information received, collected or otherwise acquired by the Vendor in the course of carrying out its obligations under the Contract, in whatever manner, form or medium;
  - (b) apply whether the personal information was received, collected, or acquired before or after the commencement of the Contract; and
  - (c) continue to apply after the termination or expiration of the Contract.

### **Collection of personal information by the Vendor**

- 1.03 The Vendor recognizes that, in the course of carrying out its obligations under the Contract, the Vendor may receive personal information from SOSD and may collect, acquire, be given access to and may otherwise come into possession of personal information about individuals.
- 1.04 Where the Vendor receives, collects, acquires, is given access to or otherwise comes into possession of personal information, the Vendor shall collect only as much personal information about an individual as is reasonably necessary to carry out the Vendor’s obligations under the Contract.

## Part 6 Specifications and Locations

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This Part 6 sets out the applicable Specifications to the Work. These Specifications form part of the Contract for the Work.

- 1.0 The Vendor will be contacted “as and when requested” by a representative of the SOSD Maintenance management team to clear snow, haul, or sand as required at SOSD site(s)/location(s) (**See Locations Below**).
- 2.0 Snow clearing and hauling is to be completed within 48 hours, or sooner, following the request for services. Sanding is to be completed within 24 hours, or sooner, following a request for services.
- 3.0 Snow removal, hauling, and sanding services are to be performed “as and when requested” seven (7) days per week including statutory holidays. Snow removal and hauling services are to be performed between the hours of 9:00 p.m. to 6:00 a.m. during regular school days. Weekend and statutory holiday snow clearing and hauling hours can be adjusted with prior approval from a SOSD Maintenance manager.
- 4.0 The Vendor shall scrape all snow down to the bare pavement or as directed by a SOSD Maintenance manager.
- 5.0 The Vendor shall not use heavy equipment on sidewalks or playgrounds without prior approval from a SOSD Maintenance manager.
- 6.0 The Vendor shall maintain a record of snow clearing and sanding efforts which, when requested, shall be submitted to the SOSD.
- 7.0 The Vendor shall ensure all drivers and operators have appropriate driver’s license for equipment.
- 8.0 The Vendor shall ensure all equipment used in the execution of the Contract shall be mechanically sound and maintained in good repair for the duration of the Contract. The Vendor shall report all grounds problems, damage, and unusual conditions to SOSD Director of Operations or designate.
- 9.0 The Vendor shall be responsible to make good by repair, replacement, or restore all damaged property to its original condition or better as directed by SOSD. The Vendor shall be responsible for all costs and shall perform emergency repairs where damage creates unsafe or hazardous conditions. Failure to repair such damage to the satisfaction of SOSD could result in SOSD repairing the damage and deducting the cost of repairs from the Vendor’s fees.

- 10.0 The Vendor shall be held responsible for all damages to the SOSD property, the personal property of all employees, clients, staff, visitors, and property of adjacent landowners resulting from the actions of the Vendor, the Vendor's employees, subcontractors, or representatives who provide Work under this contract.
- 11.0 Invoices shall contain day of services performed listed by location, Work provided, equipment type, hourly rate, time, and submitted within 15 calendar days of completed Work to [accounting@7oaks.org](mailto:accounting@7oaks.org)

SCHOOL	ADDRESS	NOTES
AMBER TRAILS COMMUNITY SCHOOL	1575 Templeton Avenue	Sanding services required for parking lot only One pass with skid steer for paths
A. E. WRIGHT COMMUNITY SCHOOL	1520 Jefferson Avenue	Sanding services required for parking lot only One pass with skid steer for paths
ÉCOLE CONSTABLE EDWARD FINNEY	25 Anglia Avenue	Sanding services required for parking lot only One pass with skid steer for paths
ÉCOLE TEMPLETON	1310 Templeton Avenue	Sanding services required for parking lot only One pass with skid steer for paths
ELWICK COMMUNITY SCHOOL	30 Maberley Road	Sanding services required for parking lot only One pass with skid steer for paths
JAMES NISBET COMMUNITY SCHOOL	70 Doubleday Drive	Sanding services required for parking lot only One pass with skid steer for paths
ÉCOLE LEILA NORTH COMMUNITY SCHOOL	20 Allan Blye Drive	Sanding services required for parking lot only One pass with skid steer for paths
MAPLES COLLEGIATE	1330 Jefferson Avenue	Sanding services required for parking lot only One pass with skid steer for paths
O. V. JEWITT COMMUNITY SCHOOL	66 Neville Street	Sanding services required for parking lot only One pass with skid steer for paths
ÉCOLE BELMONT	525 Belmont Avenue	Sanding services required for parking lot only One pass with skid steer for paths
COLLICUTT SCHOOL	75 Cottingham Street	Sanding services required for parking lot only One pass with skid steer for paths

<b>SCHOOL</b>	<b>ADDRESS</b>	<b>NOTES</b>
EDMUND PARTRIDGE COMMUNITY SCHOOL	1874 Main Street	Sanding services required for parking lot only One pass with skid steer for paths
ÉCOLE RIVIÈRE-ROUGE COMMUNITY	55 Swinford Way	Sanding services required for parking lot only One pass with skid steer for paths
ÉCOLE SEVEN OAKS MIDDLE SCHOOL	800 Salter Street	Sanding services required for parking lot only One pass with skid steer for paths
FOREST PARK SCHOOL	130 Forest Park Drive	Sanding services required for parking lot only One pass with skid steer for paths
COLLÈGE GARDEN CITY COLLEGIATE	711 Jefferson Avenue	Sanding services required for parking lot only One pass with skid steer for paths
SEVEN OAKS MET SCHOOL	640 Jefferson Avenue	Sanding services required for parking lot only One pass with skid steer for paths
GOVERNOR SEMPLE SCHOOL	150 Hartford Avenue	Sanding services required for parking lot only One pass with skid steer for paths
H. C. AVERY SCHOOL	10 Marigold Bay	Sanding services required for parking lot only One pass with skid steer for paths
MARGARET PARK SCHOOL	385 Cork Avenue	Sanding services required for parking lot only One pass with skid steer for paths
R. F. MORRISON SCHOOL	25 Morrison Street	Sanding services required for parking lot only One pass with skid steer for paths
RIVERBEND COMMUNITY SCHOOL	123 Red River Blvd. West	Sanding services required for parking lot only One pass with skid steer for paths
<b>VICTORY SCHOOL **</b>	395 Jefferson Avenue	Sanding services required for parking lot only One pass with skid steer for paths
WEST KILDONAN COLLEGIATE	101 Ridgecrest Avenue	Sanding services required for parking lot only One pass with skid steer for paths
WEST ST. PAUL SCHOOL	3740 Main Street	Sanding services required for parking lot only One pass with skid steer for paths
MAINTENANCE SERVICE CENTRE	1985 Grassmere Rd.	Sanding services required for parking lot only One pass with skid steer for paths

**\*\* in addition to the school, the site includes both ERC Building (375 Jefferson Ave.) & SOSD Board Office (830 Powers Street)**



**Part 7 Bid Submission**

**APPENDIX A: Bid Form**

Contract Title SNOW CLEARING, HAULING & SANDING SERVICES

Bidder

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

\_\_\_\_\_  
Business Name of Bidder as it appears on Invoice

\_\_\_\_\_  
Street

\_\_\_\_\_  
City Province Postal Code

\_\_\_\_\_  
Email Address of Bidder

\_\_\_\_\_  
Facsimile Number

Contact Person

The Bidder hereby authorizes the following contact person to represent the Bidder for purposes of the Bid.

\_\_\_\_\_  
Contact Person Title

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

Offer

I have carefully examined the RFQ documents, including any addenda, and have a clear and comprehensive understanding of the Work required. I hereby offer to perform the work in accordance with contract for the prices quoted, in Canadian dollars, set out on Form B: Prices.

RFQ Documents

The Bidder agrees that the RFQ documents in their entirety shall be deemed to be incorporated in and form part of this offer notwithstanding that no all parts thereof are necessarily attached to or accompany this Bid.

Addenda Numbers

Included in Bid \_\_\_\_\_

**Signature(s) of Bidder or Bidder's Authorized Official or Officials**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature (I have the authority to bind the Bidder)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature (I have the authority to bind the Bidder)

## Part 8 Pricing

### **APPENDIX B: Prices/Equipment List**

The Bidder must provide a price quotation, in Canadian dollars and exclude Value Added Taxes, in the following manner and including:

- a. a fixed rate per hour price for each equipment type

The prices quoted shall be all-inclusive for Work performed.

**Note:** *The Seven Oaks School Division will not entertain any amendments for fuel surcharge/increases.*

Fuel surcharges, service charges or fees of any kinds, or other such costs not identified in the bid documents shall not be added during the term of the Contract.

The amount for which payment will be made will be determined by SOSD based on the Work actually performed and completed by the Vendor, to be measured and payable in accordance with the Contract.

Pricing tables begin on next page.

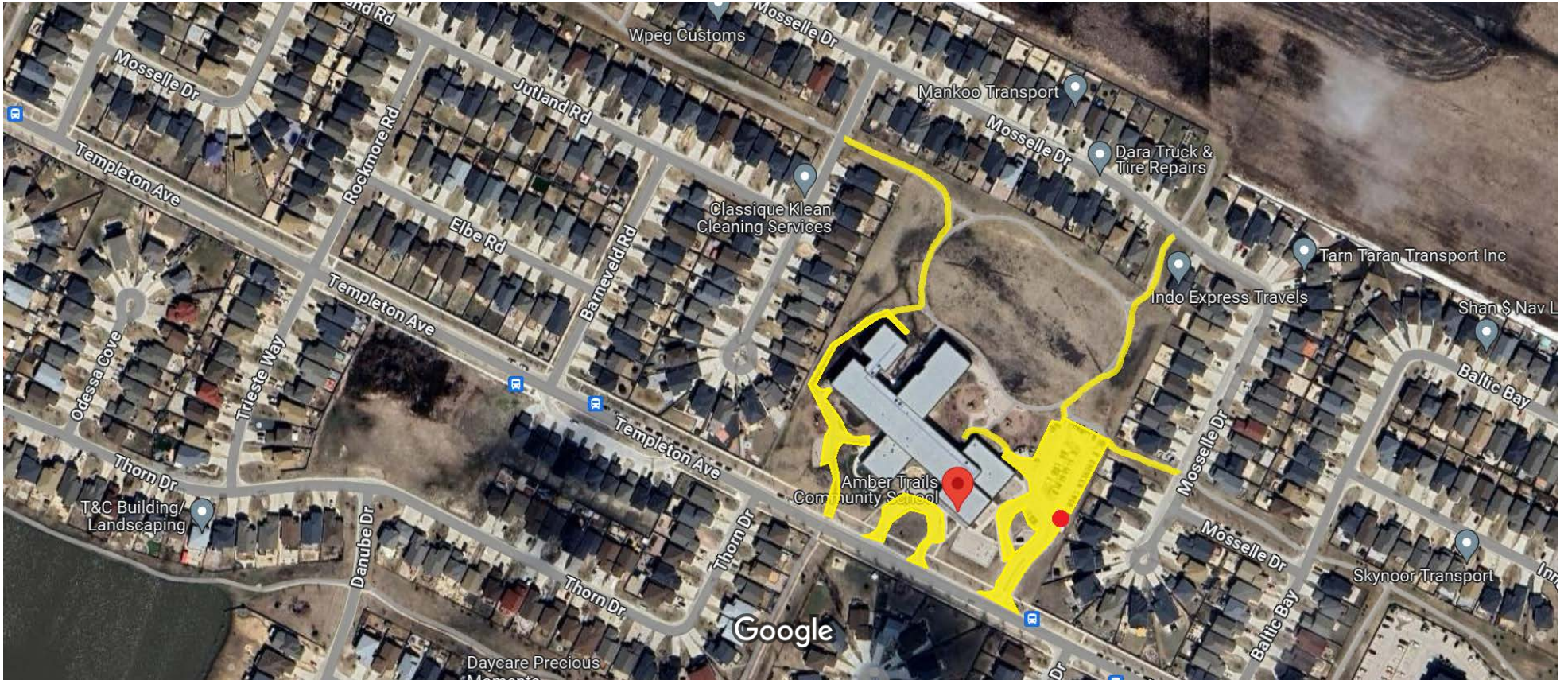
<b>Snow Clearing on Site/Location</b>				
<b>Description of Equipment Type</b> Size of semi-trailers, tandem trucks, front-end loaders (with horsepower rating), skid steer (with horsepower rating), sanders, etc.	<b>Capacity (yd<sup>3</sup>)</b>	<b>Equipment Quantity Available in Fleet</b>	<b>MHCA (2024 Edition) Equipment Classification Group</b>	<b>Hourly Rate Per Equipment Type</b>

<b>Hauling of Snow From Site/Location</b>				
<b>Description of Equipment Type</b> Size of semi-trailers, tandem trucks, front-end loaders (with horsepower rating), skid steer (with horsepower rating), sanders, etc.	<b>Capacity (yd<sup>3</sup>)</b>	<b>Equipment Quantity Available in Fleet</b>	<b>MHCA (2024 Edition) Equipment Classification Group</b>	<b>Hourly Rate Per Equipment Type</b>

<p align="center"><b>Sanding Services</b>  <b>(Sand Mix 90% - 95% Sand / 5% - 10% Salt Included in Cost)</b></p>				
<p align="center"><b>Description of Equipment Type</b>                      Size of semi-trailers, tandem trucks, front-end loaders (with horsepower rating), skid steer (with horsepower rating), sanders, etc.</p>	<p align="center"><b>Capacity (yd<sup>3</sup>)</b></p>	<p align="center"><b>Equipment Quantity Available in Fleet</b></p>	<p align="center"><b>MHCA (2024 Edition) Equipment Classification Group</b></p>	<p align="center"><b>Hourly Rate Per Equipment Type</b></p>



### Amber Trails Community School



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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps Arthur E. Wright Community School



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- Contractor to Clear Area in Yellow
- Snow Storage Location





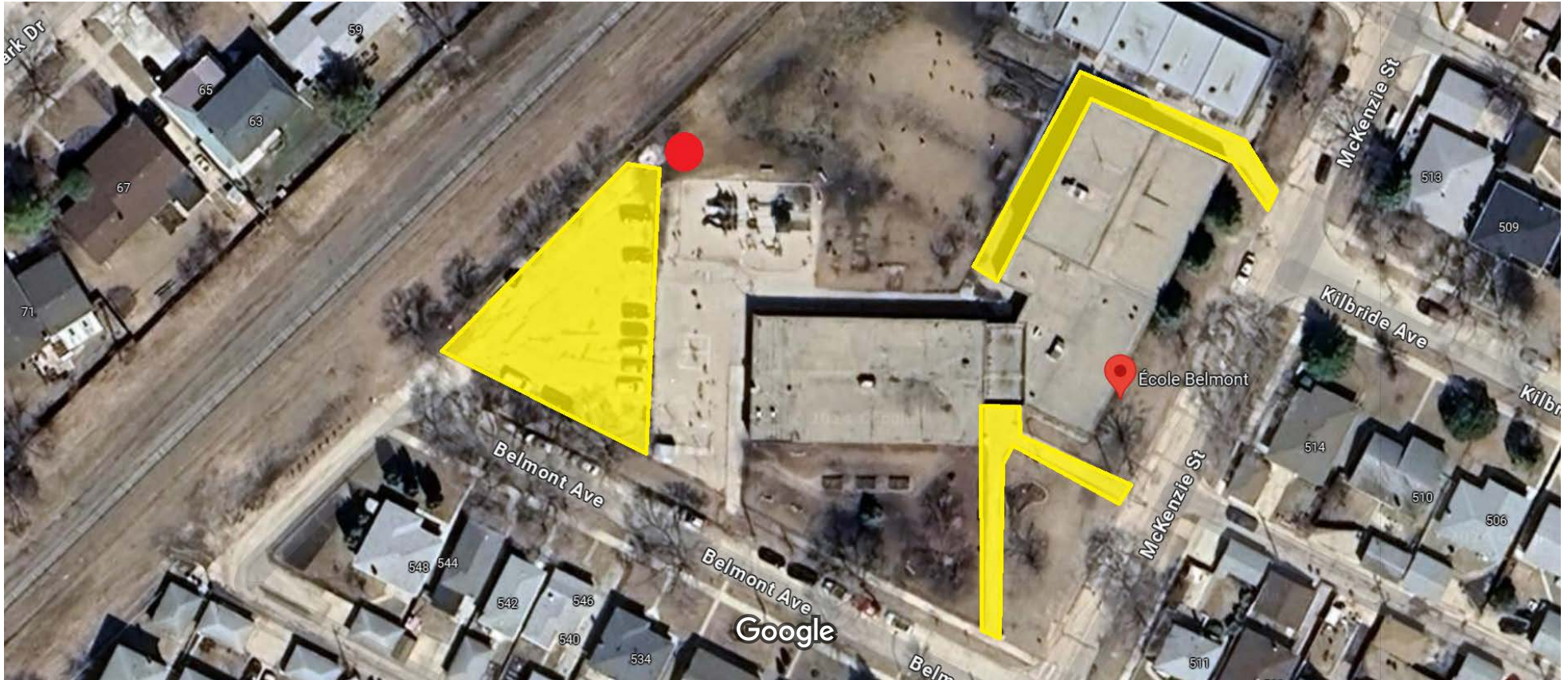
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● Contractor to Clear Area in Yellow

● Snow Storage Location



Google Maps École Belmont



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 20 m

- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps École Constable Edward Finney School

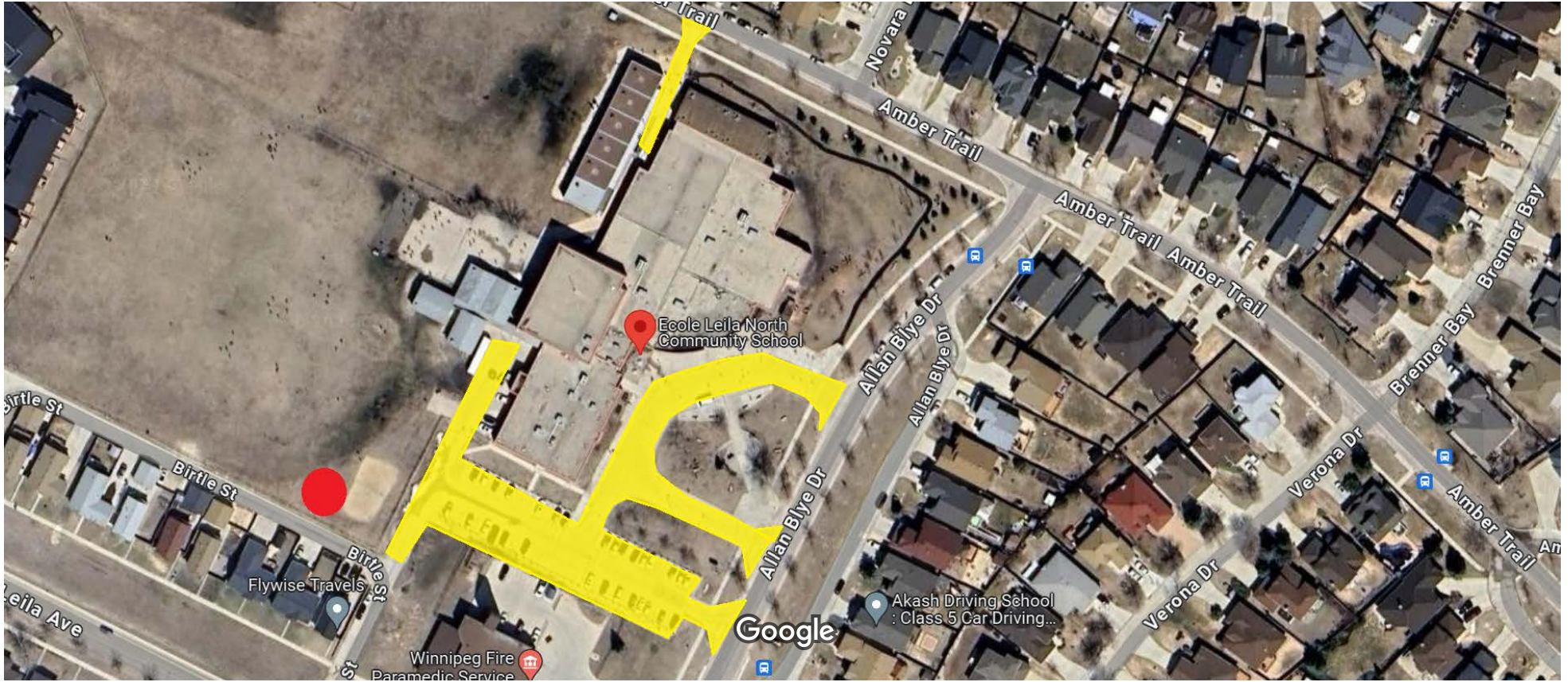


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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps Ecole Leila North Community School



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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps École Rivière-Rouge



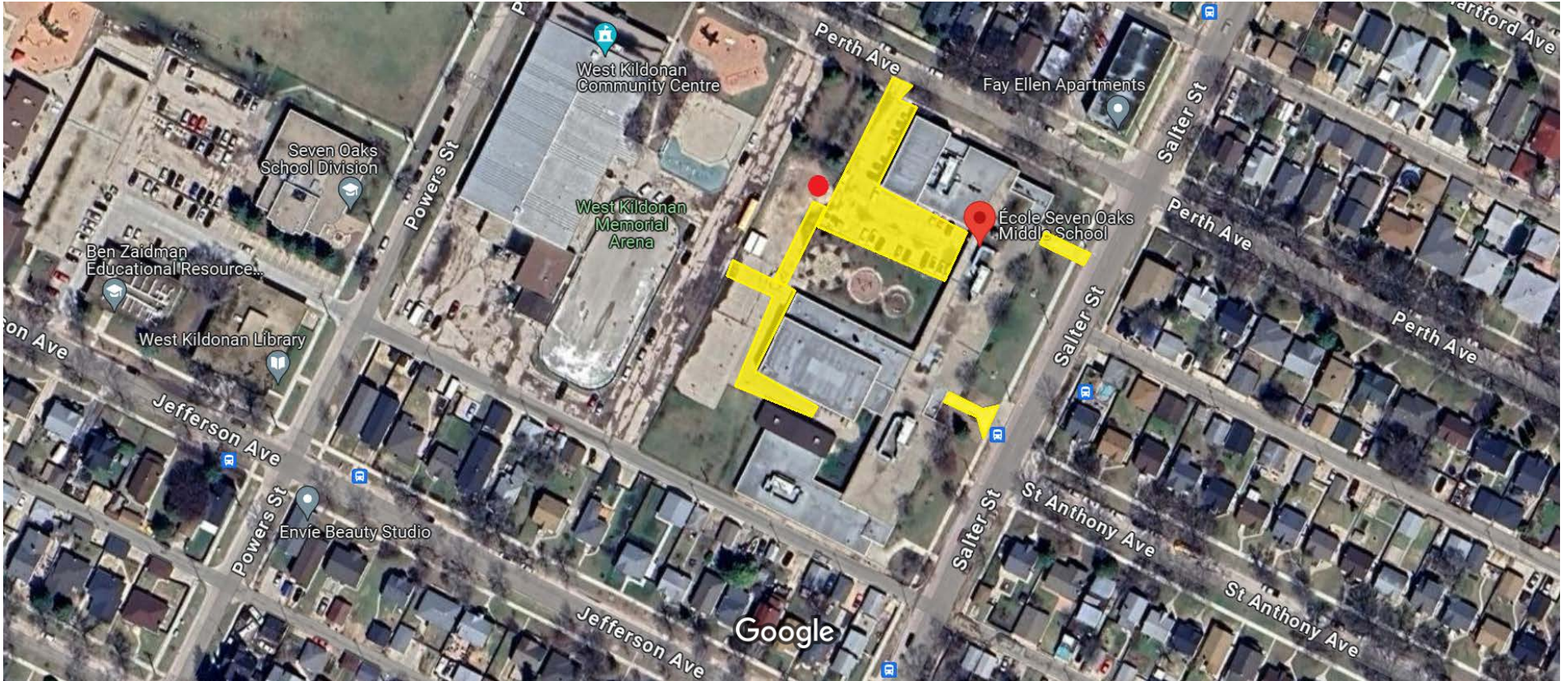
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- Contractor to Clear Area in Yellow
- Snow Storage Location





### École Seven Oaks Middle School



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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps École Templeton



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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps Edmund Partridge Community School

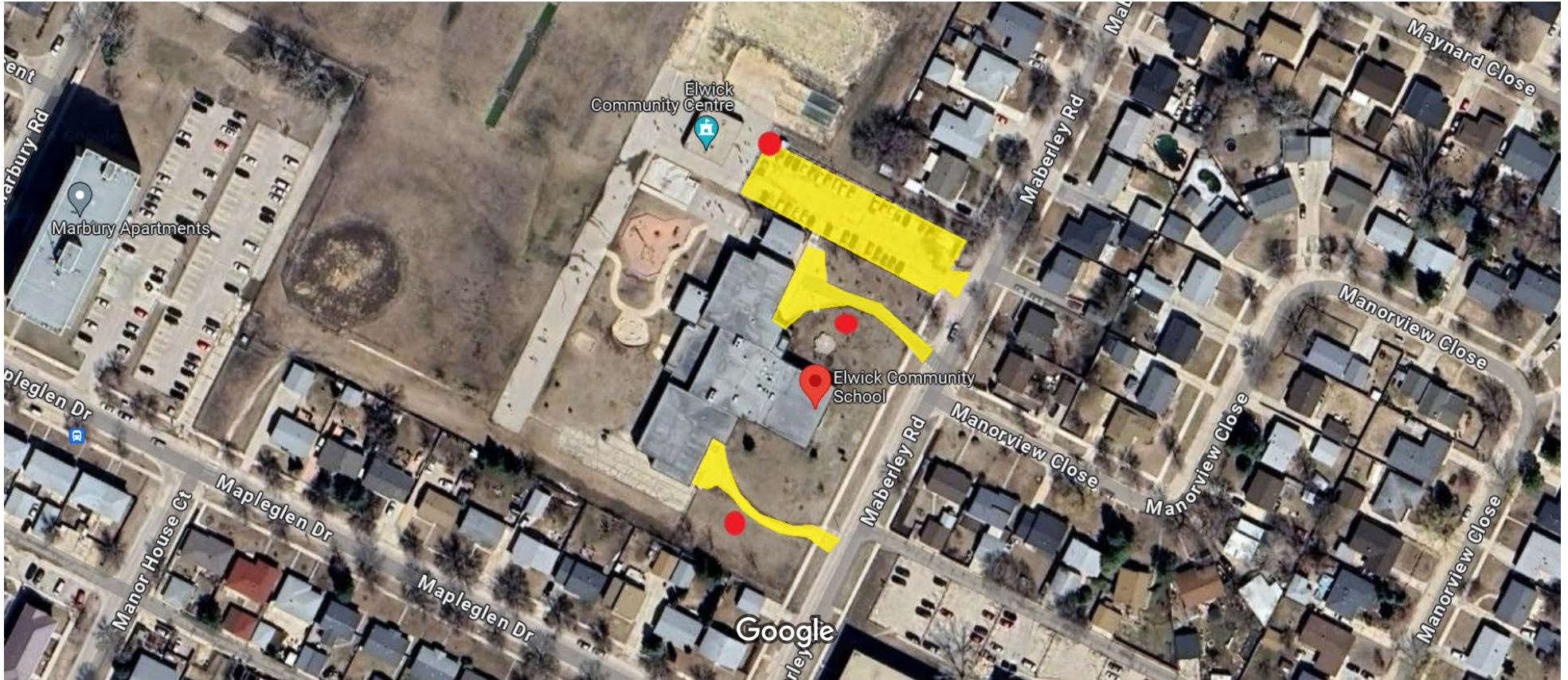


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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps Elwick Community School



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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps Forest Park Community School



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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps Garden City Collegiate

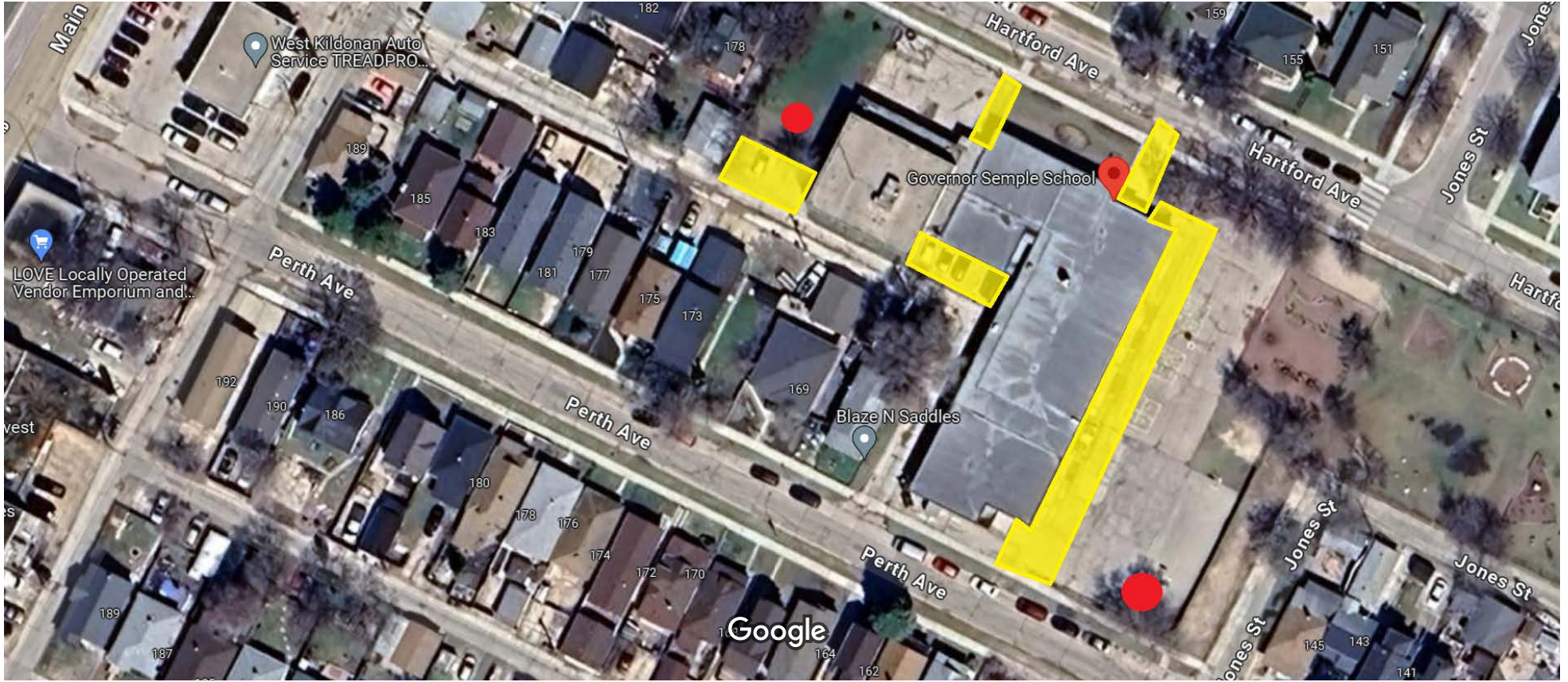


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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps Governor Semple School

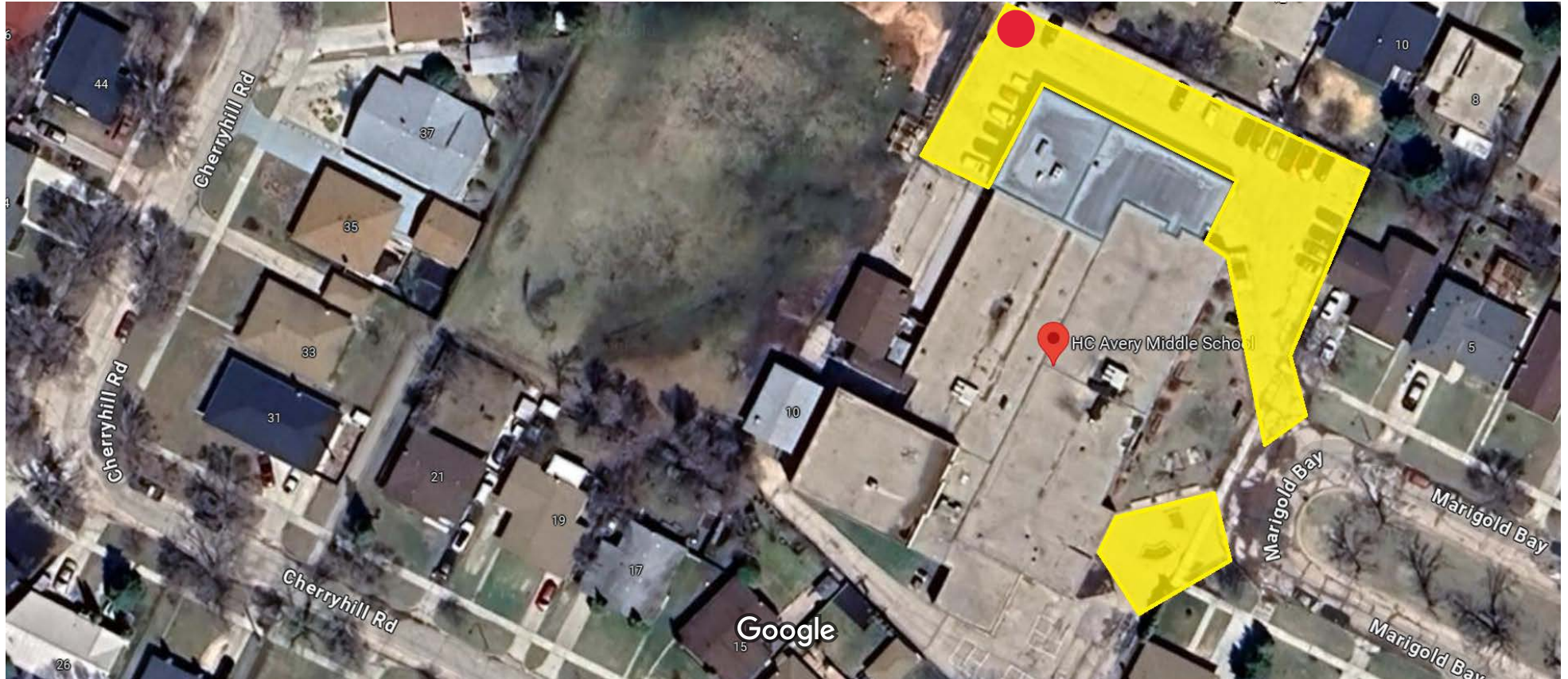


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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps H. C. Avery Middle School



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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps James Nisbet Community School



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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps 1985 Grassmere Rd

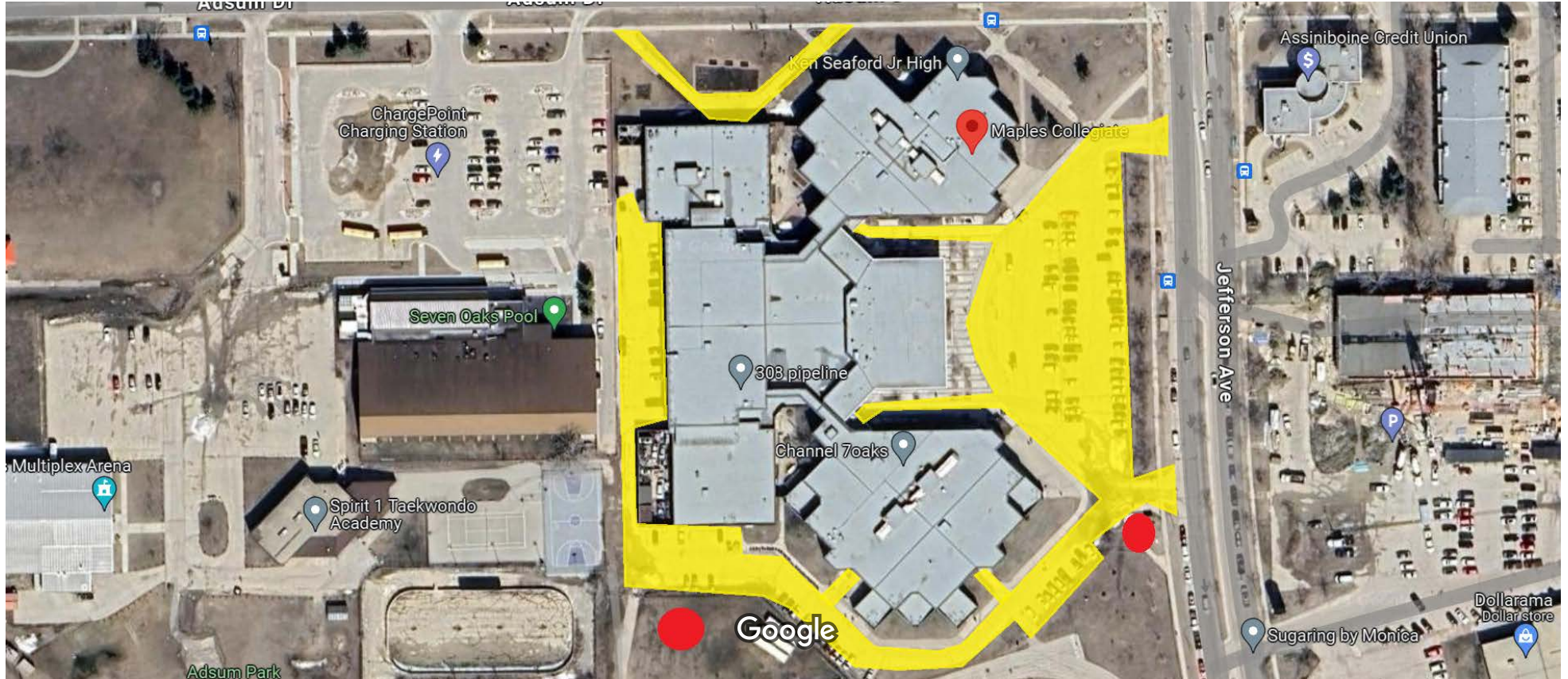


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- Contractor to Clear Area in Yellow
- Snow Storage Location



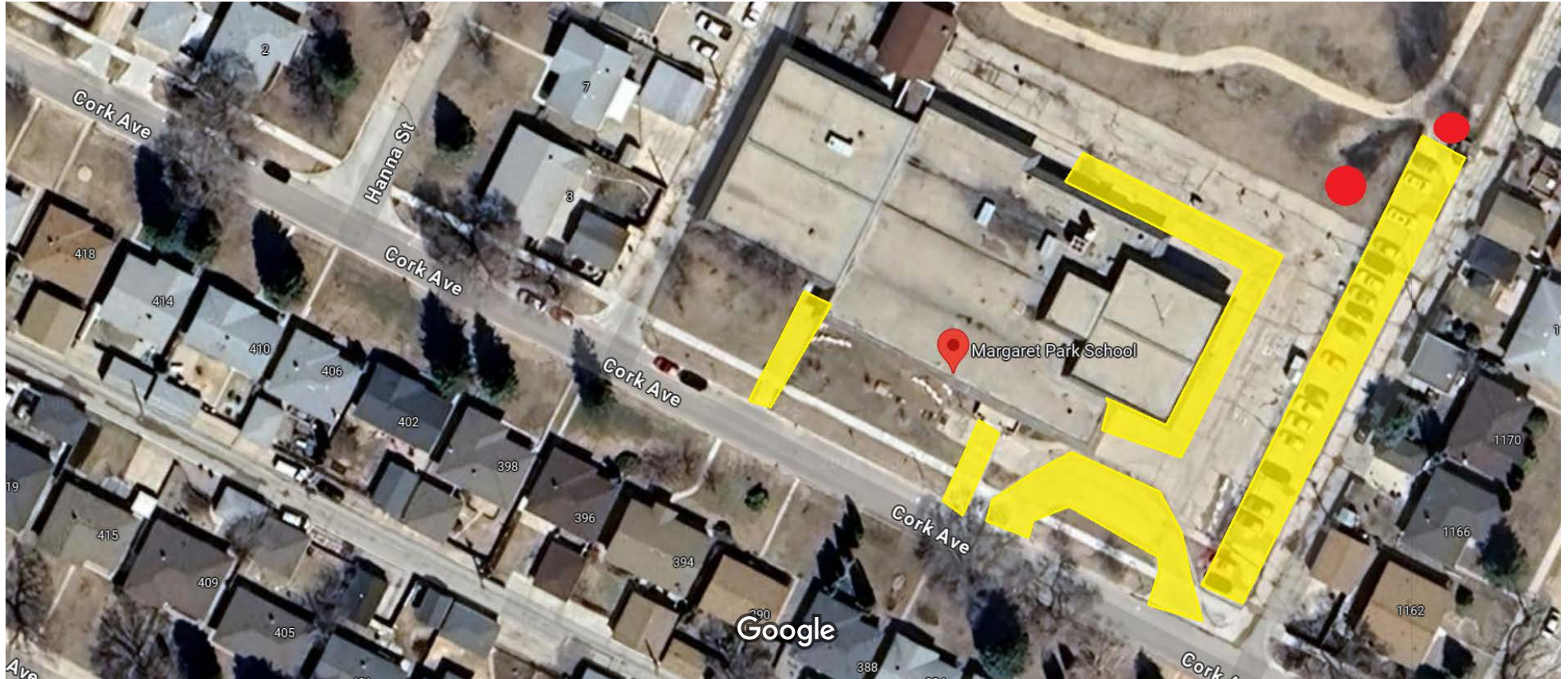
# Google Maps Maples Collegiate



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- Contractor to Clear Area in Yellow
- Snow Storage Location





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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps O. V. Jewitt Elementary

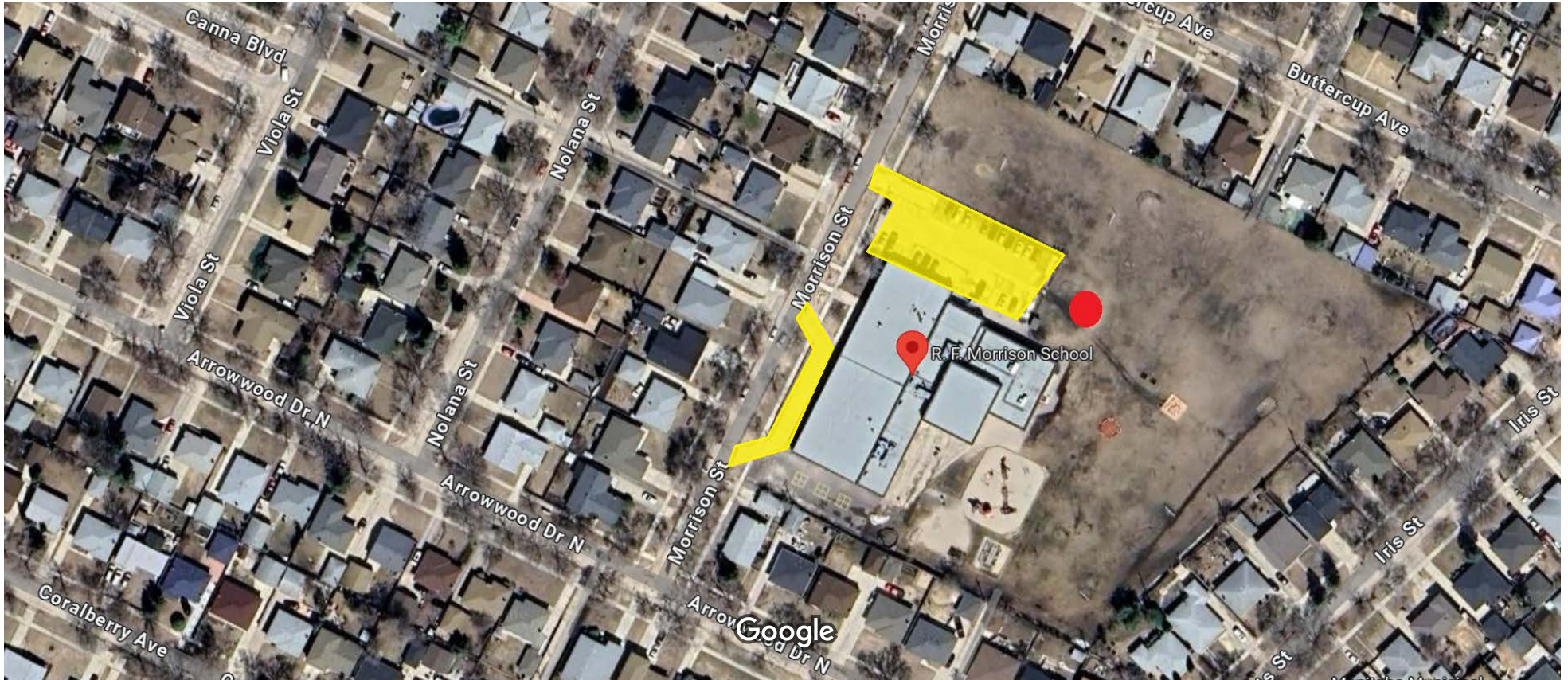


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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps R. F. Morrison School



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 20 m

- Contractor to Clear Area in Yellow
- Snow Storage Location





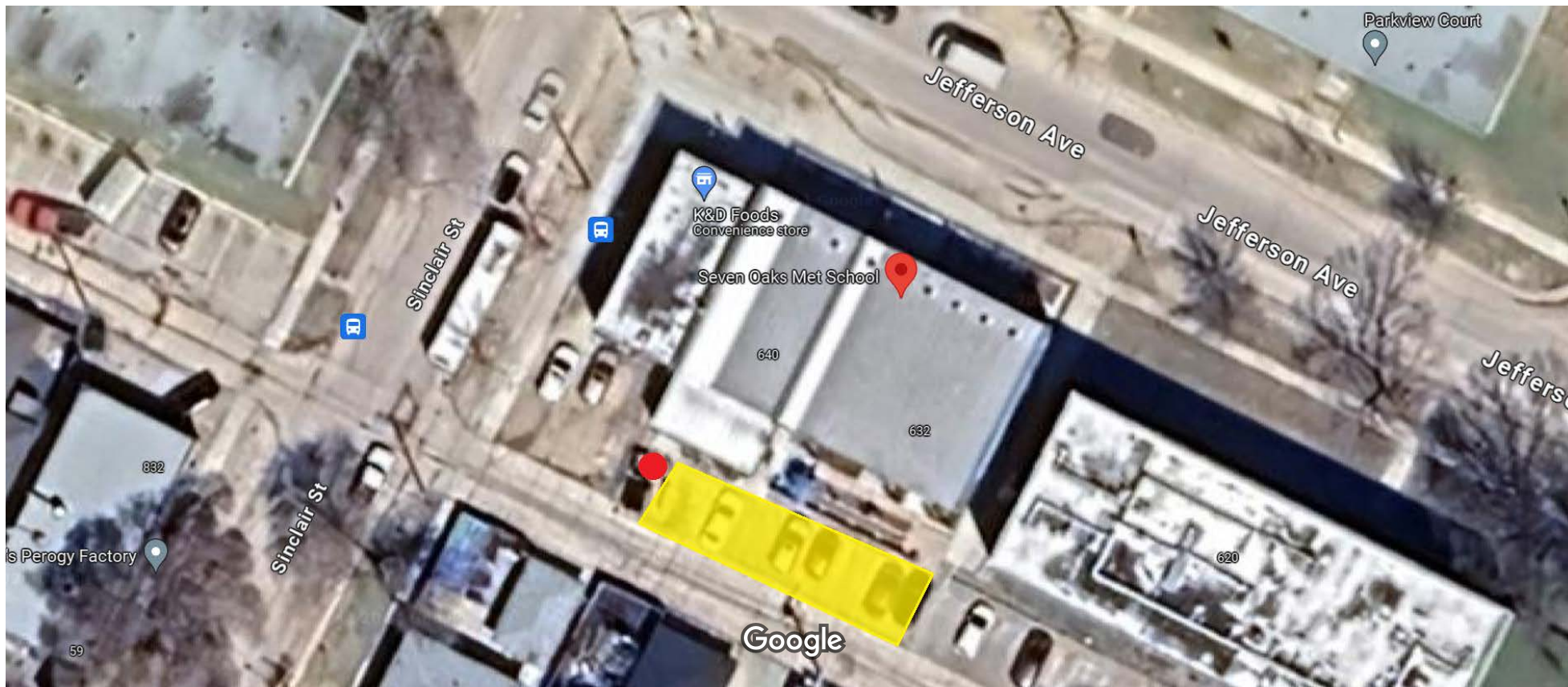
# Riverbend Community School



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- Contractor to Clear Area in Yellow
- Snow Storage Location



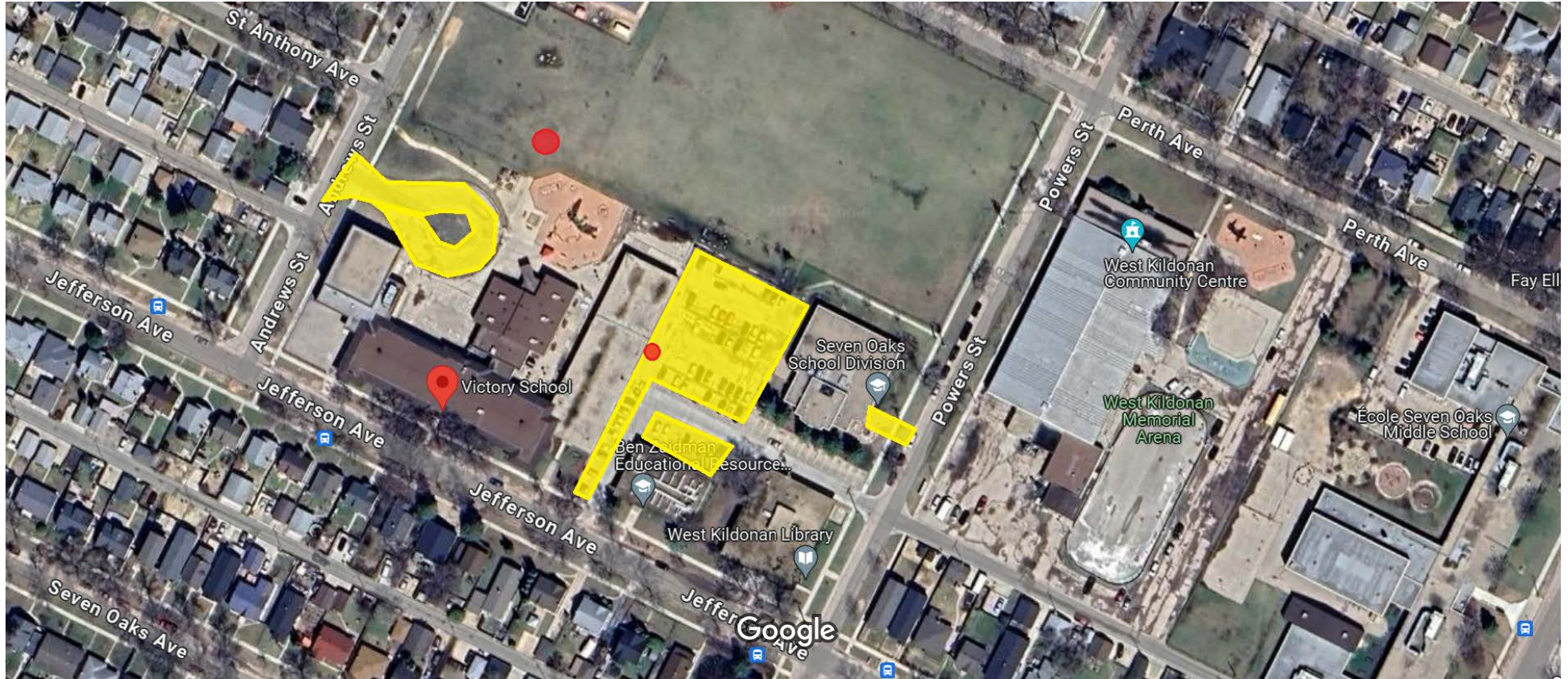


Imagery ©2024 Airbus, Map data ©2024 Google 10 m

- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps Victory School

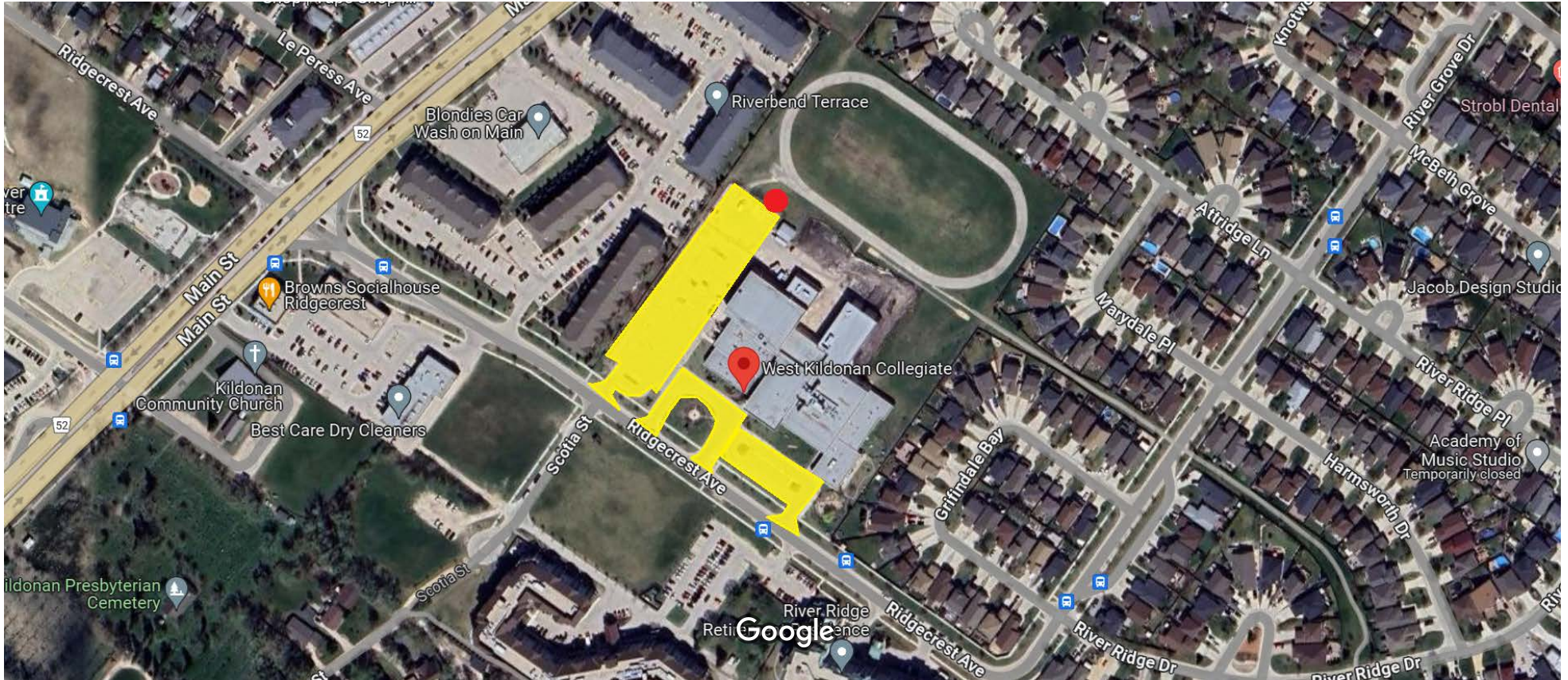


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- Contractor to Clear Area in Yellow
- Snow Storage Location



Google Maps West Kildonan Collegiate



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- Contractor to Clear Area in Yellow
- Snow Storage Location





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● Contractor to Clear Area in Yellow

● Snow Storage Location