



Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR TENDER

**Tender Number
F18-COM-2018-030
4WD TRACTOR WITH SELF-LEVELLING LOADER WITH CAB**

Request for Tenders Issued On: **03-AUG-2018**

Tender Submission Deadline: 2:00:00pm on **17-AUG-2018** Local Time in Clarence-Rockland Ontario, Canada

Deliver to:

**The Corporation of the City Clarence-Rockland
1560 Laurier
Clarence-Rockland
Client Service Center
Rockland, ON
K4K1P7**

TABLE OF CONTENTS

COMMUNICATIONS.....4



.....5

SECTION 1.0 INSTRUCTIONS TO BIDDERS.....5

- 1. ELIGIBILITY TO PARTICIPATE..... 5
- 2. TENDER TIMELINE 5
- 3. SUBMISSION OF BID 5
- 4. GENERAL DESCRIPTION 5
- 5. SCHEDULED OR (MANDATORY) MEETING: NONE..... 6
- 6. LATE BIDS 6
- 7. OPENING OF BIDS..... 6
- 8. WITHDRAWAL OF BIDS..... 6
- 9. ADDENDUM / ADDENDA..... 6
- 10. REJECTION OF BIDS 7
- 11. BID IRREGULARITIES..... 7
- 12. BIDS IRREVOCABLE..... 8
- 13. BID SUBMISSION FORM 8
- 14. PRICING 8
- 15. F.O.B. POINT..... 9
- 16. BASIS OF AWARD 9
- 17. UNBALANCED SUBMISSION AND DISCREPANCIES 10
- 18. AWARD 10
- 19. EVALUATION OF BIDS..... 11
- 20. VERIFICATION OF SAFETY PERFORMANCE 12
- 21. BIDDER PROFILE 12
- 22. REQUIREMENTS UPON ACCEPTANCE 12
- 23. BIDDERS INVOLVED IN LITIGATION WITH THE CITY OF CLARENCE-ROCKLAND 13
- 24. LIQUIDATED DAMAGES DUE TO LATE DELIVERY 13

SECTION 2.0 STANDARD TERMS & CONDITIONS.....14

- 1. CITY NOT BOUND 16
- 2. ERRORS AND OMISSIONS/ MATHEMATICAL ERRORS (UNIT PRICES PREVAIL) 16
- 3. OWNERSHIP OF SUBMISSION MATERIAL 16
- 4. INCURRED COST 16
- 5. CONTRACT TERM 16
- 6. TAXES AND DUTY..... 16
- 6. NON-RESIDENTS..... 17
- 7. GOVERNING LAW 17
- 8. COPYRIGHT 17
- 9. ABILITY AND EXPERIENCE OF BIDDERS 17
- 10. FREEDOM OF INFORMATION 18
- 11. WORKPLACE SAFETY AND INSURANCE BOARD 18
- 12. CONFLICT OF INTEREST 18
- 13. INSURANCE/INDEMNIFICATION 19
- 14. INSURANCE CLAIMS 20
- 15. DEFAULT 21
- 16. TERMINATION..... 21
- 17. SUSPENSION OF BIDDERS..... 21
- 19. INSPECTION..... 21
- 20. ACCEPTANCE OF UNITS 21



20. REJECTION	22
21. VENDOR RESPONSIBILITIES	22
22. SUPPLIER'S CONDUCT AND CONFLICTS OF INTEREST	22
23. CONTRACT AND VENDOR REQUIREMENTS	23
24. INVOICE REQUIREMENTS	24
25. PAYMENT TERMS	24
26. BLACKOUT PERIOD	24
27. NO LOBBYING	24
SECTION 3.0 GENERAL REQUIREMENTS	26
1. LICENCES AND PERMITS	26
2. EVIDENCE OF QUALITY	26
3. LABOUR DISPUTES	26
4. BRAND NAME OR EQUIVALENT	26
SECTION 4.0 SPECIFICATIONS	28
SECTION 5.0 SPECIAL PROVISIONS	35
SECTION 6.0 BID SUBMISSION FORMS	37
PRICING SCHEDULE	40
APPENDIX A – MANUFACTURE, PARTS & SERVICE	41
APPENDIX B – NOTICE OF “NO BID”	41
APPENDIX C – COURTESY LABEL	43

COMMUNICATIONS

All questions related to this Tender, or for clarification on completing the Bid Submission Form, are to be directed in writing to:

Single Point of Contact:

Alain Payer

Financial Analyst

e-mail: apayer@clarence-rockland.com

All questions relating to this Request for Tender or any clarification with respect to this Tender should be made in writing as per the tender time. We cannot guarantee a response to any questions received after this deadline. The City reserves the right to extend the closing deadline if required.

Written answers or clarifications to issues of substance shall be shared with all Bidders and will be issued as part of the Tender Documents in the form of an Addendum. Replies in any other manner will not be legally binding. All Addenda must be acknowledged on the Bid Submission Form.

No verbal communications shall modify the terms, conditions, or specifications, unless they are confirmed in writing to all potential bidders by the City of Clarence-Rockland Procurement Services in the form of an addendum.

Should a Bidder find omissions from or discrepancies in any of the Tender documents, unnecessary restrictions in the specifications, or should he/she be in doubt as to the meaning of any part of this document, he/she should notify the contact named above in writing prior to submitting a bid. An addendum will be issued if it is determined that a correction, explanation or interpretation is necessary or desirable.

The Tender and addenda will also be posted on the City of Clarence-Rockland Web site at www.clarence-rockland.com.

If Bidders fail to report any discrepancies, errors or omissions to the Buyer as specified, Bidders will be deemed to have accepted all such specifications as being accurate, and the City will not approve any alternatives or extra charges subsequent to acceptance of the bid. Therefore, Bidders are encouraged to review the document in full before the deadline for questions.



1. ELIGIBILITY TO PARTICIPATE

Open competition.

2. TENDER TIMELINE

Event	Anticipated Date
Request for Tender issued	03-AUG-2018
Last Day for submitting e-mail inquiries	10-AUG-2018
Tenders due from firms	17-AUG-2018 2:00PM
Evaluations	END OF AUGUST 2018

3. SUBMISSION OF BID

Tenders should be completed without delineations, alterations, or erasures. In the event of a discrepancy between the original paper copy of a Tender and any of the copies, the original shall prevail.

Bids received after the deadline, whether delivered personally, or if mailed, regardless of postal markings, will not be opened and returned to the bidder. Fax or electronic (email) submissions will not be accepted.

Sealed Bids, one original and one copy, in a clearly marked envelope which includes the prescribed form(s) as instructed are to be delivered to City Hall, 1560 rue Laurier, Client Service Center, Rockland, Ontario, no later than 2:00 p.m. Local Time on **17-AUG-2018**.

Bidders are required to submit the following with their Bid:

Document	Page
Bid Submission Form	37-39
Pricing Schedule	40
Equipment Checklist	29-34
Appendix A	39

Proposals should be submitted in accordance with the instructions set out in this RFP.

4. GENERAL DESCRIPTION

The intent of this Bid call is to invite and receive bids to furnish all labour, materials, services, transportation and incidentals to perform the following work:

DELIVERY OF ONE (1) TRACTOR WITH BUCKET

The vehicle required will be delivered in a fully operational condition as described herein, and ready for its intended immediate use all in accordance with the Specifications, Terms and Conditions herein.



5. **SCHEDULED or (MANDATORY) MEETING:** NONE

6. **LATE BIDS**

Only Bids that have been time stamped by City staff and received at the Client Service Center will be considered. It is the responsibility of the Bidder to ensure that their Bids arrive on time at the Client Service Center. The City of Clarence-Rockland takes NO responsibility for Bids submitted via third parties and will not guarantee placement in the Bid Deposit box by closing time.

7. **OPENING OF BIDS**

Bids will be opened publicly by Procurement Services staff.

Bidders should note that the pricing information read out at the public tender opening is PRELIMINARY in nature only and should not be construed as an indication of which Bidder is being awarded the Contract. All documentation is subject to review for mathematical accuracies, compliance with the Specifications, and compliance with the Terms and Conditions of the Contract, the completion of which will ultimately determine the Successful Bidder.

Time 2:00 PM on 17-AUG-2018
Site: City Hall

8. **WITHDRAWAL OF BIDS**

A Bidder may withdraw their Bid by written notice on business letterhead, clearly identifying the project, signed by an authorized individual and received by Procurement Services UNTIL 1:59 PM Local Time on the closing day. Faxes will be accepted (613) 446-1497 with the receiving time at Procurement Services being the "Official" time of receipt. Procurement Services takes NO responsibility for fax transmittals NOT being received on time, regardless of when they were transmitted.

If more than one (1) bid is received under the same name for the same contract and no Bid Withdrawal Form has been received, the Bid contained in the Bid Envelope bearing the latest date and time shall be considered the intended Bid. The first Bid received shall be considered withdrawn and returned to the Bidder.

9. **ADDENDUM / ADDENDA**

All clarifications, and/or modifications to the bid documents will be made by written addendum. All such modifications shall be incorporated into the bid documents and shall be considered when determining the base bid. Replies to questions and modifications in any other manner will not be legally binding and the City of Clarence-Rockland will assume no responsibility for oral instruction or suggestion provided by any City representative or consultant.

It is the responsibility of the vendor to check the MERX Web Site or the City Web site for any possible addenda.

Bidders will be allowed the opportunity to acknowledge Addendum / Addenda 48 hours after the closing date and time.

Bidders will **not** be allowed to alter their submission in any way after the closing date and time has elapsed.

Bidders should acknowledge receipt of all Addendum / Addenda by inserting in the space provided on the Bid Submission Form, the numbers of all Addendum / Addenda received during the bidding period.

10. REJECTION OF BIDS

The City of Clarence-Rockland reserves the right to reject any, or any part of, or all Bids, or cancel this Bid at any time for any reason whatsoever and also reserves the right to award the contract to other than the lowest compliant bidder.

The City of Clarence-Rockland will not consider Bids where the Bid Submission Form is improperly or incompletely filled out. The Bid Submission Form is supplied by the City of Clarence-Rockland. Bids submitted to the Client Service Center, City Hall, Clarence-Rockland, Ontario, after the designated closing time on the due date will not be considered, regardless of the circumstances which resulted in the late arrival to the Bid Deposit Box, and regardless of any postal cancellation date that may be imprinted on them.

The Bid Submission Form must bear a signature of an authorized person(s) of the bidder.

11. BID IRREGULARITIES

All bids received by the City of Clarence-Rockland are governed by its Procurement By-law, which in part provides staff with guidance in determining the validity of all Bids.

Bid irregularities will be dealt with in accordance with the following table:

Irregularity	Consequence
Late Bids.	Rejection.
Bid security not provided or not in the form or amount that is specified.	Rejection.
Bid security not signed by the bidder or the bonding company.	Rejection.
Bids not completed in ink.	Rejection.
Signature missing from signature page.	Rejection.
Qualified bids (bids qualified or restricted by an attached or added statement).	Rejection, unless allowed for in the bid solicitation.
Bids received on documents other than those provided in the request.	Rejection, unless allowed for in the bid.
Part Bid (all items not bid).	Rejection, unless allowed for in the bid.
Failure to attend a mandatory meeting.	Rejection.
Bids containing errors in extensions, additions, or computations.	The City has the right to correct mathematical errors.

The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are not initialed by the bidder.	The bidder has 48 hours after the close of the bid to initial these pages, but will not be allowed to make any changes.
Bids which suggest that the bidder has made a major mistake in calculations or the bid.	Decision will be made on a case by case basis and in consultation with the Manager of Supply and the Legal Department.
Addenda not acknowledged.	The bidder has 48 hours to acknowledge addenda, but is not allowed to make any changes to their bids.
Other Proposal Irregularities, including deviations in terms.	Referred to the Bid Review Panel for review, consideration, and determination. Upon Request of the Owner, the Proponent may be given five (5) Working Days to correct such Proposal Irregularity.

12. BIDS IRREVOCABLE

Bid submissions are an offer to the City, are irrevocable for a period of one hundred (120) calendar days, and may not be withdrawn by the Bidder after closing.

13. BID SUBMISSION FORM

The unaltered Bid Submission Form must be completed in full, bearing a signature of an authorized person(s), and submitted in a sealed envelope, which should clearly identify both the project description and Bid # and identifies the Bidder.

Bids must be typewritten or legibly written in ink with any erasures/corrections being initialed by the Bidder in ink.

The City of Clarence-Rockland will not accept bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are **not** initialed by the bidder, or bids with any alterations to the original bid request document.

14. PRICING

All prices as submitted shall include all costs such as, but not limited to, labour, travel time, equipment, truck charges, materials, overheads, warranty and profits, disbursements and other related charges in the performance of the work. No further changes shall be permitted by any Bidder beyond the prices provided in the Bid.

Wherever the amount bid for an item does not agree with the extension of the submission quantity and the bid unit price, the unit price shall govern the amount and the total bid price shall be corrected accordingly.

Mathematical discrepancies will be corrected by the City by appropriate means to arrive at the correct total submission price. Where an error has been made in transferring an amount from one part of the submission to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct, and the amount shown after transfer and the total bid price shall be corrected accordingly.

15. F.O.B. POINT

All prices must be tendered F.O.B. DESTINATION – Freight Prepaid. All packaging and freight costs shall be prepaid and borne by Contractor. All Equipment or Vehicles must be floated to the delivery address for any company bidding out of the City boundaries.

- a) Title to the Goods or Equipment contracted for delivery shall pass to the City upon;
 - I. the Goods or Equipment having been delivered and offloaded at the designated delivery location; and
 - II. the City having certified its acceptance of the Goods, Equipment or Vehicle.
- b) Tendered pricing shall include the safe unloading or offloading of the Goods or Equipment at the designated delivery location.
- c) The Contractor/Supplier shall be responsible for resolving any other damage claims, either with its contracted delivery agent or carrier or with the Manufacturer of the Equipment or the Product distributor, regardless as to whether the damage to the Equipment could have been visible at time of shipment or is later found to have been concealed during shipment.
- d) The Contractor shall perform a pre-delivery inspection on all Equipment.
- e) Deliveries should be made between the hours of 9:00 AM to 3:00 PM, Monday to Friday.
- f) Prior to delivery, it shall be the Contractor's responsibility to pre-service the Vehicle(s) and related attachments so they are ready for immediate use upon delivery.
- g) Vehicle(s) and related attachments that fail to successfully complete the inspection shall be rejected by the City and shall be removed from City property by and at the expense of the Contractor, promptly after notification by the Project Authority.
- h) Upon delivery, the City may require brief orientation training/how-to-operate the unit(s), which shall be provided by the Contractor.
- i) A minimum of twenty-four (24) hours' notice prior to delivering the Vehicle(s) shall be provided to the Project Authority.

16. BASIS OF AWARD

It is the City's intent to Award a Contract to the Lowest Responsive Bidder on the basis of the Total Tender Price (HST excluded) of the Price Schedule, minus any prompt payment discount offered in accordance with this Request for Tender.

Notification of acceptance of a Bidder's Tender will be confirmed contractually in the form of a Purchase Order(s) issued by the City to the Lowest Responsive Bidder. The Contract having been confirmed by a Purchase Order shall affirm the identity of

Successful Bidder and shall name all of the relevant Contracting Documents. The Successful Bidder shall thereafter be known as the Contractor.

If requested by the City, Bidders shall arrange for a demonstration of the Product offered within five (5) calendar days of request, at no cost to the City. It is understood the unit offered for evaluation may not exactly match the requirements detailed herein however; the unit shipped must meet all Specification requirements. The unit offered for demonstration shall be delivered to a site designated by the City, be available for at least five (5) working days for evaluation. The City shall not be liable for any damage or loss to the unit occurring during the evaluation period except for those items, which are under the care, custody or control of the City. The City's decision as to the acceptability of the unit to the requirements and Specifications shall be final.

17. UNBALANCED SUBMISSION AND DISCREPANCIES

Submissions that contain prices which appear to be unbalanced and likely to adversely affect the interests of the City may be rejected.

18. AWARD

The lowest or any Bid shall not necessarily be accepted.

Award of this Bid shall be as recommended by the designated City of Clarence-Rockland Department in conjunction with Procurement Services, and as approved by Council (if applicable), and conveyed as a PO by Procurement Services to the successful contractor or an executed agreement which has been signed by the City and the successful contractor.

The City hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- i. Accept a Bid which is not the lowest Bid submission, or reject a Bid that is the lowest Bid even if it is the only Bid received;
- ii. Cancel this Call for Bids at any time, either before or after the Closing Date and Time;
- iii. Accept the Bid deemed most favourable to the interests of the City or that may provide the greatest value advantage and benefit to the City based upon but not limited to the following criteria:
 - a) price
 - b) ability,
 - c) quality of Work, (guarantees and warranties)
 - d) service (service depot location)
 - e) past experience
 - f) past performance
 - g) completion history (including extended completion dates)

- h) qualification
- iv. Accept or reject any and all Bids, whether in whole or in part;
- v. With the exception of Part I, Instructions to Bidders, waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Bid Form or Bid submission;
- vi. Award any part of any Bid;
- vii. Accept or reject any unbalanced, irregular, or informal Bids; or
- viii. Reject any Bidder who is involved in litigation with The Corporation of the City of Clarence-Rockland.
- ix. Reject any Bid that does not comply with the stated specifications, terms and conditions;
- x. Reject any Bid that exceeds the approved funds;
- xi. Cancel and/or reissue this requirement at any time;
- xii. Request clarification or supporting data for any point in the Bid;
- xiii. Refuse to answer questions that do not pertain directly to the subject matter of this RFT;
- xiv. Waive or correct any minor or inadvertent defect, irregularity or technical error with respect to the RFT document;
- xv. Pursue its own investigations concerning a Bidder's legal status and/or financial viability;
- xvi. Terminate the RFT process at any time prior or subsequent to the closing date, and issue a new RFT for the same or a modified requirement;
- xvii. Terminate the RFT process at any time prior or subsequent to the closing date, and not issue a new RFT;
- xviii. Terminate the RFT process at any time prior or subsequent to the closing date, and not issue a new RFT with the City thereafter retaining the right to proceed with direct contract negotiations with a service provider not necessarily a prospective or actual Bidder identified during the RFT process, on a non-competitive basis.
- xix. Disqualify a Bid on the basis of evidence of conflict of interest or collusion as disclosed by a Bid or through any other information discovered by the city;
- xx. Reject a Bid should it be discovered that the Bid and/or Bidder is in breach of another agreement or contract with the City of Clarence-Rockland;

19. **EVALUATION OF BIDS**

The Owner reserves the right to consider, during the evaluation of Bids

- i. Information provided in the Bid itself;

- ii. Information provided in response to enquiries of credit, experience and industry references set out in the Bid;
- iii. Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Bid in relation to the reputation, reliability, experience and capabilities of the Bidder;
- iv. The manner in which the Bidder provides services to others;
- v. The experience and qualification of the Bidder's senior management, and project management;
- vi. The compliance of the Bidder with the Owner's requirements and specifications; or
- vii. Bidders with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Bidder acknowledges that the Owner may rely upon the criteria, which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder.

By submitting a Bid, the Bidder acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.

20. VERIFICATION OF SAFETY PERFORMANCE

Bidders for consideration of possible Contract award may be required to submit a recent copy of their NEER or CAD-7 Statement upon request.

21. BIDDER PROFILE

The Bidder shall submit, in addition to any information required to be included in a Bid Form submission, if requested, evidence of experience, ability, quality of Work, service, past experience, and qualifications necessary to meet satisfactorily the requirements set forth or implied in the Bid Documents.

22. REQUIREMENTS UPON ACCEPTANCE

Prior to award, the recommended Bidder is required to submit the following in a form satisfactory to the City for execution within ten (10) business days after being notified by the City.

- i) Should the recommended Bidder either; attempt to withdraw their Bid, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the recommended Bidders' Bid Deposit (if applicable) shall be forfeited and applied for use by the City.
- ii) The following documents, as listed, shall be submitted prior to or at the time of signing an agreement or prior to the issuance of a PO:
 - a) Insurance Certificate;

- b) a current copy of the Workplace Safety and Insurance Clearance Certificate, and

23. BIDDERS INVOLVED IN LITIGATION WITH THE CITY OF CLARENCE-ROCKLAND

It is a matter of great importance to the City in the administration of this contract that the City's relationship with the successful bidder should be as productive, amicable and harmonious as is reasonably possible.

For the purposes of this section:

- (a) "Threatening Litigation" refers to the transmission of a written threat to commence a judicial proceeding; and;
- (b) "Pursuing Litigation" means actually commencing and / or continuing a judicial proceeding.

When:

- (i) A bid is received from a bidder who is threatening litigation or is pursuing litigation against the city in relation to previous contracts awarded to that bidder by the City; or,
- (ii) A bid is received from a bidder, against whom the City is pursuing litigation,

Active or pending litigation against the City by a vendor will prevent consideration of any bid submitted by that vendor. Each bidder expressly agrees in submitting a bid for this contract that, it shall have no claim for damages from the City in consequence of such rejection whether or not the litigation, or threatened litigation with the City which occasioned the rejection of the bid, has any merits, and whether or not it is successful or unsuccessful.

24. LIQUIDATED DAMAGES DUE TO LATE DELIVERY

It is agreed by the parties to the Contract that in case the vehicle(s) called for under the Contract are not delivered by the date of delivery specified, damage will be sustained by the City of Clarence-Rockland, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage that the City of Clarence-Rockland will sustain in the event of and by reason of such delay and the parties hereto agree that the Contractor will pay to the City of Clarence-Rockland the sum of \$500.00 as liquidated damages for each and every calendar day delay in delivery beyond the date of delivery prescribed and it is agreed that this amount is an estimate of actual damage to the City of Clarence-Rockland which will accrue during the period in excess of the prescribed date of completion.

The prescribed delivery date for the delivery is 30 calendar days after authorization by the City of Clarence-Rockland Procurement Services.

The City of Clarence-Rockland may deduct any amount under this paragraph from any monies that may be due or payable to the Bidder on any account whatsoever.

DEFINITIONS:

- 1) Award is when the contract has been signed by both the vendor and the City or a PO has been issued.
- 2) Bid is a Quote, or Tender submitted to the City in response to a Bid Solicitation.
- 3) Bidder is a legal entity that submits a Bid.
- 4) Bid Irregularity is a defect contained within a response to a Bid Solicitation.
- 5) Bid Solicitation is an invitation for Bids from the City for the purpose of entering into a Contract.
- 6) Black Out Period is the period of time that starts when the Bid Solicitation is issued, and ends at the Award.
- 7) City is the Corporation of the City of Clarence-Rockland.
- 8) Compliant means the response to the Bid Solicitation conforms to the mandatory requirements contained in the Bid Solicitation.
- 9) Conflict of Interest
 - a) is defined as a situation or circumstances, real or perceived that could give a Bidder or potential Bidder an unfair advantage during a Competitive Procurement Process or compromise the ability of a Contractor to perform its obligations under their Contract.
 - b) is a situation when City employee or a member of their family has a direct financial interest in a Contract or proposed Contract with the City, and where the City employee could directly influence the decision made in the course of performing their job duties, and also where they could indirectly influence the decision through exerting personal influence over the decision-makers.
- 10) Contract is a binding agreement between two or more legal entities, awarded under this Procurement Bylaw.
- 11) Contractor is any legal entity to which a Contract is awarded.
- 12) Council is the City Council of the Corporation of the City of Clarence-Rockland.

- 13) Litigation (Pending) is whereby a potential claimant has demonstrated or manifested an intention to assert a possible claim.
- 14) Procurement Services means the section of the Finance department that is responsible for the Procurement of Goods and/or Services for the City.
- 15) Purchase Order means; a) a written confirmation of the Procurement of Goods and / or Services at a specific cost and required for any Procurement of Goods and / or Services greater than \$2500;
b) may be used as the City's Contract with the Vendor to formalize all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.
- 16) Tender is a submission received in response to a Request for Tender.
- 17) Vendor is a supplier / seller of Goods and/or Services.

1. **CITY NOT BOUND**

The City reserves the right to accept or reject any or all Bids, in whole or in part, to accept a Bid other than the lowest and/or to NOT accept any Bid for any reason whatsoever, and to accept any Bid if, upon evaluation analysis, it is considered to be in the City of Clarence-Rockland's best interest. Award of the contract in its entirety or in part shall be in accordance with City of Clarence-Rockland requirements.

2. **ERRORS AND OMISSIONS/ MATHEMATICAL ERRORS (Unit Prices Prevail)**

Should there be any error in extensions, additions or computations, The City of Clarence-Rockland shall be entitled to correct such errors based upon the unit prices supplied, and the corrected total shall be considered as representing the intention of the bidder, and shall be used as the basis for comparison of bid submissions.

The City shall not be held liable for any errors or omissions in any part of this RFT. While the City has used considerable effort to ensure an accurate representation of information in this RFT, the information contained in the RFT is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive.

3. **OWNERSHIP OF SUBMISSION MATERIAL**

In consideration of the right to bid being offered, the bidder (by responding) releases all rights to the bid documents, which, on acceptance by Procurement Services, become the property of the City of Clarence-Rockland.

4. **INCURRED COST**

The City of Clarence-Rockland will not be liable, nor reimburse any bidders for costs incurred in the preparation of bids, or any other services that may be requested as part of the bidding process.

5. **CONTRACT TERM**

Not Applicable

6. **TAXES AND DUTY**

- i) The City is subject to payment of Provincial and Federal (excise and H.S.T.) taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services or construction to be procured or provided during the term of this contract, the Bidder and the City mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the Bidder to bring to the City's attention any such changes.

- ii) The Bidder shall allow in their prices for all Sales Taxes that may be required to pay on materials and equipment to be utilized or expended in construction and other works. Exception being; where the Bidder is in the position to claim for Sales Tax Rebates or input Tax Credits (ITCs) on the material used.
- iii) The Total Bid price shall be deemed to be inclusive of all Duties, Federal and Provincial taxes applicable to the vendor's charges to the City.
- iv) It is the Bidder's responsibility to investigate and otherwise familiarize themselves with all applicable Federal and Provincial tax laws as they relate to the specifications, and include related costs and the effect of available rebates / ITCs accordingly in the charges for all options.

6. NON-RESIDENTS

Canada Revenue Agency (CRA) Regulation 105, regarding Withholding Tax, is applicable to payments made to non-residents who provide their services in Canada. Further information on the income tax filing requirements for non-residents may be obtained on the CRA website www.cra.gc.ca and in the CRA guide T4058, Non-Residents and Income Tax:

Federal Withholding Tax regulations require that the City withhold 15% from amounts paid to non-resident contractors for services provided in Canada, unless a waiver has been provided. These amounts are remitted to the Canada Revenue Agency (CRA) and are considered a "payment on account" of the non-resident's Canadian tax liability. Non-residents may apply to CRA for a waiver or reduction of the Withholding Tax.

7. GOVERNING LAW

The obligations of the parties and resolutions of any disputes shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, both as to interpretation and performance, and shall be treated, in all respects, as an Ontario contract. The parties shall adhere to the exclusive jurisdiction of the courts of the Province of Ontario.

8. COPYRIGHT

The copyright for respective procured concepts and/or materials will become the property of the City of Clarence-Rockland unless otherwise mutually agreed upon by the successful Bidder and the City.

9. ABILITY AND EXPERIENCE OF BIDDERS

The City reserves the right to reject any BID unless the bidder is known to be skilled and regularly engaged in work of a character similar to that covered by the specifications of the work. The City also reserves the right to reject a Bid submitted by a bidder who has defaulted on, or failed to satisfactorily complete, other similar work in the past.

In order to aid the City in evaluating submissions, it may be necessary for each bidder to supply the City with additional information as specified in any special conditions. These may include, but not be limited to, references for similar work, background, a list of equipment to be used, or evidence of appropriate licences, evidence of financial stability.

10. **FREEDOM OF INFORMATION**

All information supplied to the City in this document becomes the property of the City of Clarence-Rockland and is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

The names and bid amount of all bidders will be disclosed in accordance to our Procurement By-law.

Bidders agree that all documentation and information contained in any Bid Submission become the property of the City of Clarence-Rockland and as such, may be subject to disclosure under the terms of the *Municipal Freedom of Information and Protection of Privacy Act*. Although the City of Clarence-Rockland can in no way be responsible for any interpretation of the provision of this Act, if any Bidder believes any part of its Bid Submission reveals any trade secret of the Bidder, any intellectual property right, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the Bidder and if the Bidder wishes the City of Clarence-Rockland to attempt to preserve confidentiality of same, the particular trade secret, property right or information should be clearly designated as confidential.

11. **WORKPLACE SAFETY AND INSURANCE BOARD**

The Contractor shall provide the municipality with a current "Clearance Certificate" from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers' Compensation Act have been paid.

Safety in the workplace is accomplished by:

- removal of, or safeguarding against, environmental health and physical hazards,
- establishment of safe working practices,
- provision of safety devices,
- provision, use and maintenance of personal protective devices,
- provision and participation in appropriate training
- Compliance with the Occupational Health and Safety Act and Regulations.

If the successful Proponent is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' must provide a letter from WSIB acknowledging independent contractor status confirming that WSIB cover is not required prior to commencement of work.

12. **CONFLICT OF INTEREST**

The Contractor, all of the Subcontractors, and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the Owner) with the provision of the Work pursuant to the Contract. The Contractor acknowledges and agrees that a conflict of interest includes the use of Confidential Information where the Owner has not specifically authorized such use.

The Contractor shall disclose to the Owner, in writing, without delay any actual or

potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any Subcontractor or Supplier that is directly or indirectly affiliated with or related to the Contractor.

The Contractor covenants and agrees that it will not hire or retain the services of any employee or previous employee of the City of Clarence-Rockland where to do so constitutes a breach by such employee or previous employee of the previous employer's conflict of interest policy, as it may be amended from time to time.

A breach of this Article by the Contractor, any of the Subcontractors, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the Owner to terminate the Contract, in addition to any other rights and remedies that the Owner has in the Contract, in law, or in equity.

13. INSURANCE/INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City and against all losses, liabilities, judgments, claims, suits, demands or expenses which the City may sustain, suffer or be put to resulting from or arising out of the Contractor's omissions, or failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Contractor, its agents, officials and employees. This indemnification shall include any legal costs incurred by the City on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the City resulting from the actions of the Contractor.

The Contractor, during the term of the contract, at its expense, shall take out and keep in full force and affect the following insurance policies:

a) **Commercial General Liability insurance** insuring all services, operations, products, and work as described in the contract. The policy will be extended to include bodily injury, property damage, personal injury and advertising injury, contractual liability, products- completed operations, – contingent employer's, and owners and contractors protective liability to a limit of not less than five million dollars (\$5,000,000) per occurrence.

The policy shall include a cross liability and severability of interest clause and be endorsed to name The Corporation of the City of Clarence-Rockland as an additional insured;

b) **Non-owned automobile insurance** to a limit of not less than one million dollars (\$1,000,000) and;

c) **If applicable, automobile insurance (OAP1) for both owned and leased vehicles** with inclusive limits of not less than one million dollars (\$2,000,000).

All policies of insurance shall:

(i) be written with an insurer licensed to do business in the Province of Ontario;

- (ii) contain an undertaking by the insurers to notify the City of Clarence-Rockland in writing not less than thirty (30) days prior to any termination or cancellation of coverage unless otherwise required by law;
- (iii) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City of Clarence-Rockland and;
- (iv) any deductible amounts will be borne by the Contractor.

Upon notification of intent to award the Contract and within ten (10) business days, the Contractor shall provide to the City of Clarence-Rockland proof of insurance on a form of a certificate of insurance which has been signed by an authorized representative of the insurer which references the appropriate bid number. The Contractor will make available complete certified copies of all applicable insurance policies for examination if required by the City.

Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the City within fifteen (15) business days prior to the expiration or replacement of the current policies, without demand by the City.

The City reserves the right to require the Contractor to purchase such additional insurance coverage as the City may reasonably require. The City reserves the right to request such higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time.

It shall be the sole responsibility of the contractor to determine what additional insurance coverage and limits are necessary to fulfill its obligations in accordance to the contract.

14. INSURANCE CLAIMS

Claims or alleged claims received by the Contractor shall be dealt with immediately by the Contractor.

- (a) The Contractor shall retain an independent adjuster who will determine the Contractor's liability for all third party claims, and advise the claimant in writing of the determination of liability within sixty (60) days of service of the claim on the Contractor. Copies of such determination of liability shall be forwarded to the City of Clarence-Rockland.
- (b) If the Contractor or the Contractor's independent adjuster fails to respond within the time noted in (a) or responds in a manner inconsistent with the evidence at hand, the City of Clarence-Rockland reserves the right to have another independent adjuster review the claim and determine liability therefore. Any monies incurred by the City of Clarence-Rockland to investigate, defend and satisfy any third-party claim where it was determined that the Contractor was liable will be deducted from monies owing to the Contractor by the City of Clarence-Rockland.
- (c) If a claim is settled to the satisfaction of the Claimant, the Contractor shall provide the City of Clarence-Rockland with a copy of the Claimant's Release. The Claimant's Release shall cover the interests of the Contractor and The Corporation of the City of Clarence-Rockland, its employees, agents and anyone for whom it is in law responsible.

15. DEFAULT

In the event that the successful bidder fails to properly, promptly, and fully carry out the work required by these documents, the City reserves the right to notify the successful bidder to discontinue all work under this contract, to advertise for new Bids or carry out the work in any way as the City may, at its sole discretion, deem best. The bidder further agrees to save and hold harmless the City of Clarence-Rockland and/or its officers, agents, or servants from all loss, damage, liability, cost, charge or expense whatsoever which it, they or any of them may suffer, incur or be put to by reason of such default or failure.

16. TERMINATION

In the event that the contractor fails to comply with any provision of this agreement or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to the City, the City may give the contractor notice in writing of such failure. In the event that the contractor has not remedied its failure within ten (10) days of the said notice, the City shall be entitled to exercise any one or more of the following remedies:

- a) The City may terminate the contract without further notice, and exercise its rights to the performance security provided by the contractor;
- b) The City may withhold any payment due to the contractor hereunder until the contractor has remedied its failure;
- c) The City may engage the services of another contractor to remedy the contractor's failure, and obtain reimbursement therefore from the original contractor. The said reimbursement may be obtained either through deduction from any amounts owing to the contractor hereunder, or through any other legal means available to the City; or
- d) The City may assert any other remedy available to it in law or equity.

Unless the City expressly agrees to the contrary, any failure of the City to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of the City to subsequently obtain such remedies.

17. SUSPENSION OF BIDDERS

At the discretion of Procurement Services, any Bidder may be suspended from consideration of their Bids for up to 3 years for default of delivery, unsatisfactory performance, safety concerns, lobbying and contravention of a Bid Solicitation document.

19. INSPECTION

All shipments shall be subject to final inspection after receipt by the City at destination. Delivery to the City is not to be an acceptance unless inspected and approved by the City and subject to rejection based upon:

- a) defective products or workmanship discovered within one year of the date of receipt
- b) latent defects, frauds and mistakes

20. ACCEPTANCE OF UNITS

The units delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of the units is made and thereafter accepted to the satisfaction of the City, and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the units supplied to the City are found to be defective, or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the units to the seller at the seller's expense.

The Bidder shall be notified in writing within fourteen (14) days after delivery of the vehicle to the City of Clarence-Rockland whether or not such vehicle has been accepted. Such notification will clearly itemize specific contract deviations in the event of non-acceptance. Non-compliance with the terms and specifications of the contract will be the only basis for non-acceptance. The vehicle shall be deemed to have been accepted once it is put into service. After, acceptance, the City of Clarence-Rockland remedy or recourse against the Bidder shall be under the warranty. Payment in full shall be made for the vehicle delivered and accepted, within thirty (30) days of the date of acceptance.

20. REJECTION

20.1 If any of the goods are found at any time to be defective in material, workmanship, quality, quantity or otherwise not in strict conformity with the specifications or requirements of the original Bid request and any subsequent order, the City in addition to any rights to which it may have under warranties or otherwise shall have the right to reject and return such goods for full credit. All freight charges are to be at the Vendor's expense.

20.2 Without limiting the foregoing right of rejection, the City shall have the right to require prompt replacement, repair or correction of defective work or goods at the risk and expense of the Vendor. If the Vendor is unable or unwilling to effect such replacement, repair or correction the Corporation may do so by using its own workers, goods or facilities or by outside contract and shall be entitled to charge the original Vendor for excess costs directly or indirectly occasioned thereby.

21. VENDOR RESPONSIBILITIES

21.1 It is mutually agreed and understood that the Vendor shall not assign, transfer, convey, sublet or otherwise dispose of the Tender, or Contract or the right, title or interest therein, or the powers to execute the same, without the previous written consent of the City.

21.2 Acceptance of a purchase order issued by the City for a bid or any part of a bid shall constitute a contract between the City and the Vendor which shall bind the Vendor on his part to furnish and deliver the goods or services at the prices given and in accordance with the conditions of the bid and these Standard Terms and Conditions.

22. SUPPLIER'S CONDUCT AND CONFLICTS OF INTEREST

The City expects its suppliers to act with integrity and conduct business in an ethical manner.

The City may refuse to do business with any supplier that:

- a) has engaged in illegal or unethical bidding practices;
- b) has an actual or potential conflict of interest;
- c) has an unfair advantage in the procurement process; or
- d) fails to adhere to ethical business practices.

All suppliers participating in a procurement process must declare any perceived, possible or actual conflicts of interest.

Where a supplier is retained to participate in the development of a solicitation document or the specifications for inclusion in a solicitation document, that supplier will not be allowed to respond, directly or indirectly, to that solicitation document.

Illegal or unethical bidding practices include:

- a) bid-rigging, price-fixing, bribery or collusion or other behaviours or practices prohibited by federal or provincial statutes;
- b) attempting to gain favour or advantage by offering gifts or incentives to City officers and employees, members of Council or any other representative of the City;
- c) lobbying members of Council or City officers and employees or engaging in any prohibited communications during a procurement process;
- d) submitting inaccurate or misleading information in response to a procurement opportunity; and
- e) engaging in any other activity that compromises the City's ability to run a fair procurement process.

The City will report any suspected cases of collusion or other bid-rigging offenses under the Competition Act to the Competition Bureau or to other relevant authorities.

23. CONTRACT AND VENDOR REQUIREMENTS

The vendor hereby covenants and agrees that if their Tender or any part thereof is accepted by the Corporation, they:

- a) Shall **perform** the contract in accordance with the specifications, terms and conditions under which it is awarded.
- b) Shall use due care that no person is injured and that no property is damaged in the performance of the work.
- c) Shall not, except with the consent of the City in writing, release information relating to any subsequent order for **advertising**, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the City be used for, or in connection with, any advertising or promotional purpose of the Vendor.
- d) Vendors are to treat information gained while working with the City confidentially and not use it for any other project and return it to the City if requested with no copies to be retained.,

- e) (i) Shall provide a complete list of all controlled products, hazardous materials, products containing hazardous materials, and all biological or chemical agents or devices or equipment producing or emitting a physical agent and any substance, compound, product or physical agent that is deemed to be, or contains, a designated substance as defined under the Act and the Regulations, which will be supplied or used in the work, before commencing. The Vendor/contractor shall provide appropriate information and **Material Safety Data Sheets**, where required, with the shipment
- (ii) Shall ensure that contractors, sub-contractors and all of their employees are trained in W.H.M.I.S.

24. INVOICE REQUIREMENTS

The Contractor will submit to the City of Clarence-Rockland, Finance – Accounts Payable, an invoice for payment at the completion of work.

All applicable taxes are to be itemized separately on invoices, i.e. H.S.T.

25. PAYMENT TERMS

The City of Clarence-Rockland follows a policy whereby in the absence of prompt payment discount terms, all invoices from vendors will be paid on a Net 30 basis; that is payments will be made by the City within 30 days of receipt of invoice, or the acceptance of the goods and services, whichever date is later. Payment may be delayed if the goods and / or services are not acceptable to the Corporation

Suppliers are encouraged to offer a cash discount for prompt payment, which will be taken into consideration in the authorization of this Tender, provided that the minimum number of working days for payment is fifteen (15).

Please indicate the Prompt Payment Discount on all invoices.

26. BLACKOUT PERIOD

During the Blackout Period communication between bidders and City employees and between bidders and City Council is restricted. Bidders shall only contact the central point of contact identified in the bid document.

27. NO LOBBYING

No bidder or potential bidder shall contact any member of Council or any City employee to attempt to influence the award of a bid. Any activity designed to influence the decision making process of a bid solicitation, including, but not limited to, contacting any member of Council or registering as a delegate to a Committee of Council meeting or Council meeting prior to an award of a contract or contacting City employees for such purposes as meetings of introduction, social events, meals or meetings related to a bid solicitation may result in disqualification of the bidder for the bid solicitation to which the influential activity is deemed to be directed.

Notwithstanding the above, this prohibition does not apply to meetings specifically scheduled by the City for presentations or negotiations, or to questions which employees of the Supply Department may pose from time to time for clarification of the City's requirements.

The Manager of Supply's sole discretion will determine what constitutes influential activity acting reasonably, and not subject to appeal.

At the discretion of the Manager of Supply, any bidder who violates any provisions may be prohibited from further bid solicitation opportunities for up to three (3) years as determined by the Manager of Supply.

1. LICENCES AND PERMITS

The successful bidder will be responsible for applications and fees associated with any and all **licences and permits** required by any and all governing bodies unless otherwise stipulated in the bid request document. A copy of all permits, and any other required documentation will be forwarded to the City's designate for City records.

2. EVIDENCE OF QUALITY

It is the bidder's responsibility to prove their product/service quality meets the City of Clarence-Rockland's requirements and bidders may be required to submit evidence in a form acceptable to the City. Substitution of materials equipment or methods different from that outlined in the specifications / terms of reference will not be accepted unless provided for within the bid request document or without the written approval of the City of Clarence-Rockland.

3. LABOUR DISPUTES

The obligations of the successful bidder hereunder shall continue unchanged throughout the occurrence of any labour disputes (including strike or lockout), whether the same occurs with respect to the employees of the City, the contractor, or otherwise.

4. BRAND NAME OR EQUIVALENT

Bid submissions of a comparable product will be considered if it meets City of Clarence-Rockland requirements.

Substitutions or Alternatives

- I. The Contract will be based on the content of the Contracting Documents.
- II. Within the Specifications certain products or work methods may be referenced by a Manufacturer brand, a common trade name or common work practice. Where such references are made these are to convey to Bidders the City's minimum standard (or benchmark) of acceptable Work. Proposed equivalent Products, meaning from another Manufacturer, or, proposed alternative work methods may be considered by the City as acceptable equivalents, provided that the technical properties of the Product substitutions or the outcome of the proposed alternative work method can be demonstrated as being equivalent to those set forth in the Contract Document Specifications. —Moreover, where substantive compliance of the Evaluation Method can be demonstrated, substitute Products or alternative methods will be accepted by the City.

- III. In the event that, prior to closing of Tenders, a Bidder wishes to tender based on a substitute Product or alternative work method to those described in the Contract Documents, a consideration request must be submitted to the City in writing. Substitution requests should be submitted at least seven (7) calendar days prior to the Tender Closing Date. The City is not obligated to respond to a substitute consideration request received after this time period has elapsed.
- IV. The consideration request shall include the following:
 - a) A description of the proposed Product substitution or alternative work method;
 - b) A direct comparison between the Product or method referenced in the Contract Documents and the proposed substitute Product or alternative work method;
- V. In the event, that the City deems the information provided with the request for approval of a substitution to be inadequate the request will be rejected.
- VI. Approval of substitutions of Products or alternative methods will be signified by the issue of an addendum.
- VII. It remains the sole prerogative of the City, to determine the acceptability of Products offered as equivalents to those benchmarked in this RFT, as well as to determine whether any deviation from the City's Specifications, which is inherent in a Product offered as an equivalent to a benchmarked Product, is material enough such to affect Product and/or Equipment performance.
- VIII. The approval or rejection of a proposed equivalent will be made after the Tender Closing Date during the evaluation of the bid at the sole discretion of the City. Should the proposed equivalent be rejected by the City, the bid will be deemed non-compliant and will not be considered for contract award. To mitigate this risk, bidders are permitted to submit two separate bids, one based on the use of the material, product, system or brand name specified in the Specifications and one based on the use of a proposed equivalent

The cost of any testing requirements to establish acceptable equivalent or comparable products will be borne by the Bidder, unless otherwise stated by the City.

The Specifications provided in this Document are the minimum required to cover the smallest unit felt to be capable of carrying out the intended function. Where a Manufacturer's standard Specification exceeds these Specifications then the Manufacturer's standard Specification will be considered minimum for his Equipment.

Any material, labour or components not specifically mentioned or included herein, but which are, in the Contractor's opinion required to complete, perfect and place the Equipment in successful operation, shall be furnished by the Contractor as though specifically mentioned in these Contract Documents.

The Contractor shall supply the equipment and all components and all features that are normally considered to be standard on that Equipment, unless specifically excluded in the Specifications. The price tendered shall include ALL Equipment required.

While the purpose of the Specification is to indicate certain minimum requirements in the way of capacity, strength, construction and other details, their use is not intended to relieve the City of all responsibility in the selection of equipment, which may be considered most suitable for the service involved.

The Specification included describes the type, size, design and construction of equipment, which is felt necessary to meet the performance and service requirements of the City. Bidders desiring to quote on equipment which deviates from these Specifications but which they believe to be equivalent from the standpoint of capacity, size, construction, and performance, both as to individual component parts and the completely assembled unit, are requested to submit alternate bids on the Vehicle(s) which so deviates. Any and all Bids submitted will be given due consideration. However, the City will be the sole judge as to the equivalency and its decision will be final.

It is a requirement of this Tender document that the completed Specification section must be submitted as part of the Tender submission for evaluation. Failure to submit this completed section of Specifications as part of the Tender submission may deem the Bidder's Tender submission as non-responsive. All Bidders should submit, with their Tender submission(s), Product information (i.e. brochures, pamphlets, booklets, drawings, etc.) containing tendered Product information to support the Tender submission.

"Must", "Will", or "Shall": means a minimum requirement that is required to be met or complied with wholly or substantively by a Bid submitted as a response to this RFT as determined by the City in its discretion and determination to advance to further stages of the evaluation process set out in the RFT.

"Should": means a requirement having a significant degree of importance to the objectives of the Request for Tender.

Equipment offered can be new or used. The minimum requirement for used will be 2017 or newer with hours not exceeding 1000 hours.

SPECIFICATION FOR 4WD TRACTOR WITH SELF LEVELLING LOADER WITH CAB

ITEM No.	DESCRIPTION	YES/NO	ADDITIONAL INFORMATION
A-GENERAL			
A1	This specification covers a 4 WD tractor with self levelling loader with cab. (PTO. 60 HP min.- 80 HP max. / dry weight 6,172 lbs. / 2800 kg.)		
A2	Specification definition shall be to SAE. Standards unless otherwise mentioned		
A3	Tractor shall be 4 wheel drive		
A4	Tractor shall have a width or adjustable to 7'3" min.		
A5	Three (3) sets of operating keys		
A6	Slow moving vehicle sign		
B-DETAILED SPECIFICATIONS			
B1	Equipment offered can be new or used. The minimum requirement for used will be 2017 or newer with hours not exceeding 1000 hours.		Make: Model: Year:
C-VEHICLE WEIGHT			
C1	Shipping weight (dry) shall be 6172 lbs / 2800 kg. minimum without ballast in tires or non-standard weights		Specify:
C2	Centre of gravity shall be well within the rear of the area enclosed by the chassis		
D-ENGINE			
D1	Diesel, water-cooled engine shall be supplied		Make:

			Model:
D2	Engine must be EPA compliant		
D3	Engine displacement		Specify:
D4	Engine gross power		H.P.: R.P.M.
D5	Engine net torque		Specify:
D6	P.T.O. H.P. shall be 60 min – 80 max		Specify:
E-ENGINE EQUIPMENT			
E1	Air cleaner shall be supplied with restriction indicator gauge inside cab. Dry type preferred		Specify:
E2	Oil filter –Removable spin –on type		
E3	System- 12 volts		
E4	Fuel tank and gauge- shall be supplied		
E5	DEF. tank and gauge- shall be supplied		
E6	Engine governor shall be supplied		
E7	Engine block heater shall be supplied		
E8	Anti-freeze- The cooling system shall be protected to -35 F.		
F-TRANSMISSION			
F1	Transmission shall be synchronised with power reverse shuttle		
F2	Transmission shall be equipped with creeper		
F3	Minimum speed in top gear at rated engine rpm. shall be 20 m.p.h. approx..		Specify:

F4	Maximum speed in first gear at rated engine r.p.m. shall not exceed 2.5 m.p.h. approx.		Specify:
F5	Clutch shall be wet type		
F6	Transmission to be supply with semi power shift or full power shift.		
G-POWER TAKE-OFF (PTO)			
G1	Horse power at P.T.O. shall be 64 HP. Min – 80 max		Specify:
G2	A continuous “running” rear P.T.O. for operation of a rear mounted implements shall be supplied		
G3	Minimum 540/1000 rpm. shall be supplied.		
G4	Engagement shall be hydraulic		Specify:
G5	A guard over the rear power take –off shall be supplied		
H-HYDRAULICS			
H1	Main hydraulic pump capacity shall be sufficient to operate the tractor and two set of double acting valve.		Specify (liter/minute):
H2	Two sets of double acting valves should be supplied at the rear of tractor (Snow blower)		
H3	Manual levers for the acting valves shall be supplied		
H4	The acting valves levers must be well positioned to the operator in the cab		
I-STEERING AND CONTROLS			
I1	Hydrostatic steering shall be supplied		
I2	Steering shall be shock resistant and easily operated by the operator		
J-BRAKES			
J1	Rear wheels shall be equipped with service brakes, the pedals of which shall be foot operated either individually or simultaneously		Specify:

J2	Brakes shall be hydraulic activated		
J3	Parking brakes shall be supplied		
J4	Differential lock shall be supplied. Must have a visual or audio indicator when in lock position.		
K-CAB			
K1	Cab shall be factory installed ,all steel cab with side openings for easy access to the driver's seat		
K2	SAE J2194 roll over protection structure shall be supplied		
K3	Seat- Deluxe fabric seat with air suspension shall be supplied with 15 to 20 degrees rotation with arm rest.		
K4	Seats belts shall be supplied		
K5	Windshield wiper –front and rear shall be supplied		
K6	A manufactory installed air conditioner and heater and defroster shall be supplied		
K7	An Am-FM radio shall be supplied		
K8	Tilt and telescoping steering column to be supplied		
L-EQUIPMENT			
L1	Lights- two headlights, one tail light and one rear working light minimum. All lights to be LED.		
L2	Rear hitch- standard, 3 point hitch, Cat II hydraulic operated		
L3	Foot accelerator to be supplied		
L4	A strobe light “200A” warning light or equivalent shall be supplied. 4 Strobe light to be installed in the 4 corners of the cab roof.		
L5	Slow moving vehicle signs		
L6	Tool box mounted outside of cab shall be supplied		
L7	Hour meter shall be supplied		
L8	Two telescopic stabilisers bar must be supplied		
L9	An adjustable top link shall be supplied		
M-TIRES			

M1	Front and rear turf tires must be compatible.		
M2	Maximum tire size at rear shall be 18.4-34		
M3	Nokian TRI 2 (Alliance 550 Multiuse) or equivalent.		
N-PAINT			
N1	Paint shall be manufacturer's standard		
O-WARRANTY			
O1	Signed manufacturer's factory warranty shall be supplied with bid.		Specify:
O2	A minimum of 2 years manufactures warranty shall be supplied.		
P-SELF-LEVELLING LOADER GENERAL			
P1	The unit shall be supplied and installed with all standard equipment plus all other equipment outlined in this specification if not standard.		
P2	Loader and bucket must be quick connect and disconnect		
P3	Loader must have hydraulic automatic implement locking device		
P4	The cutting edge clearance when the bucket (specified in this tender) is dump at 45 degrees shall be 8' / 2.43 meters minimum		Specify:
P5	Dump reach at full height must 32 inches/81cm minimum.		Specify:
P6	Lift capacity = 3,300 lbs / 1496 kg. minimum		
Q-TYPE			
Q1	SELF-LEVELLING LOADER WITH HIGH VOLUME BUCKET		
R-HYDRAULIC SYSTEM			
R1	Connection must be one lever hydraulic quick connect		
R2	Hoses - all hydraulic hoses and fittings and valves shall be supplied and located so that they are protected and can be connected and disconnected easily to the tractor.		
R3	Two hydraulic valves shall be installed on the front of the tractor for future attachments.		

S-CONTROLS			
S1	Loader must be in control in cab by single lever or joystick		
S2	The control valves shall be located so that they are easily accessible to the operator.		
T-BUCKET			
T1	To manufacturer's standard specification and heavy welded steel construction.		
T2	Type – Front dumping		
T3	Capacity – 1 ½ cu.yd high volume bucket or 1.14 cu meters SAE rating c/w bolt on reversible cutting edge. (nominal heaped).		Specify:
T4	Width will be adequate to clear the front wheels when working in a stock pile		Specify:
T5	Self-levelling		

Manuals - Parts, Service Repair and Operator

The Supplier must provide at time of delivery:

- a. Two (2) hard copies of the Operator's Manual;
- b. One (1) hard copy ONLY of the Service Repair and Parts Manuals for all components noted in the specifications;
- c. Where available, the City requests an additional CD version of all of the above manuals and
- d. Training CD (if available).

Training

The Supplier agrees to provide the City with operator and maintenance technician training as follows: This shall include the services of a qualified instructor who will remain with the City personnel for whatever length of time is necessary. This shall also include detailed instructions individually, or in groups as required.

General Specifications

- a) These specifications apply to the supply and delivery of one (1) 4-wheel drive tractor with cab and bucket. Specifications not clearly defined herein shall be in accordance with good commercial practice and best quality suitable for the intended use.
- b) The unit specified herein shall be free from mechanical defects and/or design deficiencies that may affect their operation or serviceability.
- c) Proponents are welcome to submit Proposals on an alternative unit, and will be given consideration providing that the alternative unit is judged to be in the best interest of the City.
- d) Throughout the product specifications, where specific manufacturer's models, components or accessories have been identified with "no substitutions", these specified products must be supplied or the Proposal may be rejected.
- e) While these specifications are very specific with respect to detailed requirements, it is recognized that product development activity may have led to the availability of innovations in certain areas that, if incorporated in the unit, would improve the operation. Proponents are encouraged to submit such changes as alternate Proposals, which may be submitted on their own or may be included with a Proposal complying with the original specifications. Acceptance of such alternate Proposals shall be at the sole discretion of the City.
- f) The unit offered should meet or surpass the mandatory requirements of the "Canadian Motor Vehicle Safety Regulations" and the latest applicable S.A.E., A.N.S.I., I.E.M.C. and

O.S.H.A. recommended practices, where the use of such unit by the City may be covered by these regulations.

Manufacture/Parts and Repair

- a) The Proponent shall submit completed Appendix A, providing details on manufacturing facilities; parts supply capabilities, and repair facilities, including mobile repair service capabilities, to include such details as:
- b) Manufacturer – Name and address;
- c) Closest Authorized Parts supply – Name and address; inventory levels of parts required for unit proposed;
- d) Repair Facility – Name and address of repair facility, number of qualified technicians;
- e) Mobile Service Capabilities –Number of fully equipped service vehicles; and
- f) Qualified Technicians – Number of qualified technicians. The Proponent shall attach proof of Certification of Qualification for Technicians to Appendix A. Please note that the City may conduct random inspections of the manufacturing, parts supply and repair facilities before, during and after the award of the Proposal.

Manufacturer's Specifications

The Proponent shall include a complete set of Manufacturer's Specifications for each model listed in the Proposal. These are not to be sales literature, but detailed dimensional and technical specifications. The manufacturer's specifications are for information purposes only. If there are discrepancies between the manufacturer's specifications, or the technical specifications and the General or Detailed Specifications in this RFT, the RFT specifications shall prevail.

Demonstration

A demonstration of the unit included in the Tender by the Proponent may be required before final award. Any demonstration must satisfy the City completely before award. The City will incur no additional costs for such demonstration.

Submitted To: Corporation of the City of Clarence-Rockland
(Owner)



**1560 Laurier
Client Service Center
Rockland, ON
K4K1P7**

We hereby offer to sell to the City of Clarence-Rockland, hereafter referred to as the City, the Goods and/or Services described in accordance with the Specifications, Terms and Conditions specified set forth herein at the price(s) quoted therefore

Tender Number	<u>F18-COM-2018-030</u>
Bid Description:	4WD TRACTOR WITH SELF LEVELLING LOADER WITH CAB
Closing Date:	<u>17-AUG-2018</u>
Time:	2:00 p.m. Local Time, Rockland, ON

Company Name

I/We the undersigned have read and understand this Bid document, and herewith agree to perform the work required in accordance with the Bid document issued by Procurement Services, at the price(s) listed below:

I/We acknowledge that we have received addenda numbered ____ to ____ inclusive, and the prices submitted include the provisions set out in such addenda.

The Bidder declares that:

- a) No persons, other than the Bidder, have any interest in this RFT or in the Contract proposed to be entered into.
- b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.
- c) The several matters stated in the said Submission are in all respects true.
- d) The Bidder has carefully examined the locality and site of the proposed works, as well as all the RFT Documents, and hereby accepts the same as part and parcel of this Submission, and does as hereby tender and offer to enter into a Contract to do all the work, provide the labor and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and under the provisions therein set forth, and to accept in full

payment therefore in accordance with the schedule of prices hereto annexed, and the Bidder also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Bidder for said work, and that the Owner may at any time without notice accept this Submission whether any other Submission has been previously accepted or not.

- e) The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions and any water level.
- f) In making this Submission for the work and in entering into the Contract, if awarded to this Bidder, the Bidder has investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.
- g) The Bidder also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner or Engineer.
- h) The Bidder acknowledges that the Owner shall have the right to reject any, or all, Tenders for any reason, or to accept any Tender which the Owner in its sole unfettered discretion deems most advantageous to itself.
- i) The Bidder does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Owner for any costs or damages incurred by the Bidder in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Bidder acknowledges the Owner's rights under this section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, negligence, or otherwise.
- j) The lowest, or any, Tender will not necessarily be accepted and the Owner shall have the unfettered right to:
 - (i) Accept a non-compliant tender;
 - (ii) Accept a Tender which is not the lowest Tender; and
 - (iii) Reject a Tender that is the lowest Tender even if it is the only Tender received.
- k) The Owner reserves the right to consider, during the evaluation of Tenders;
 - (i) information provided in the Tender document itself;
 - (ii) information provided in response to enquiries of credit and industry references set out in the Tender;
 - (iii) information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Tender in relation to the reputation, reliability, experience and capabilities of the Bidder;
 - (iv) the manner in which the Bidder provides services to others;
 - (v) the experience and qualification of the Bidder's senior management, and project management;
 - (vi) the compliance of the Bidder with the Owner's requirements and specifications; and
 - (vii) innovative approaches proposed by the Bidder in the Tender;

(viii) whether the Bidder has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFT.

l) The Bidder acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Bidder.

Signed and submitted for and on behalf of:

Company Name

Address

City

Postal Code

X

Signature of Authorized Signing Officer

Print Name, Title

()

Telephone Number

Date

()

Fax Number

Email Address

HST Business Number

Payment Terms (E.G. 2%-10 Days, Net 30)

Your completion of this form confirms acceptance of the City of Clarence-Rockland's Standard Terms and Conditions. Bidders who impose restrictions on their bid using a qualifying statement risk having their bid rejected.

**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR THE
TENDER WILL BE REJECTED.**

PRICING SCHEDULE

The Bidder hereby bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. **The Total Bid amount shall include all costs incurred, excluding taxes.**

The Bidder also understands and accepts that the quantities shown in the Bid Documents are approximate estimates only and are subject to increase, decrease or deletion entirely if found not to be required.

DESCRIPTION	QTY	UNIT PRICE	TOTAL
4WD TRACTOR WITH SELF LEVELLING LOADER WITH CAB	1	\$	\$
Warranty 2 years		Included	Included
TOTAL			\$
			/100
<i>Insert Dollars in words above</i>			

PROVISIONAL ITEM 1 Extended Warranty 3 years	\$ <i>(taxes not included)</i> Specify included hours:
---	--

PROVISIONAL ITEM 2 Extended Warranty 4 years	\$ <i>(taxes not included)</i> Specify included hours:
---	--

PROVISIONAL ITEM 3 Pallet Forks with minimum load capacity of 4000 LBS/ 1800kg	\$ <i>(taxes not included)</i>
---	-----------------------------------

PROVISIONAL ITEM 4 Supply & Installation of an Groeneveld automatic lubrication system	\$ <i>(taxes not included)</i>
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Please confirm Best Delivery Date for the item(s) quoted, after receipt of Purchase Order, if ordered by the City for the first season: _____.

Prompt Payment Discount:

The City of Clarence-Rockland follows a policy whereby in the absence of prompt payment discount terms, all invoices from vendors will be paid on a Net 30 basis; that is payments will be made by the City within 30 days of receipt of invoice, or the acceptance of the goods and services, whichever date is later.

A Prompt Payment Discount of _____% is offered by the proponent for payment within (15) fifteen working days, following receipt by the City of the invoice, or receipt and acceptance of the goods and services, whichever date is later, in the sole opinion of the City.



Appendix A – MANUFACTURE, PARTS & SERVICE

Information Requested	Proponent Response
Manufacturer Name and Address	
Authorized Parts Supply Name and Address	
Parts supply – distance from Public Works – 415Lemay Street, Clarence-Creek	
Authorized Repair Facility Name and Address	
Repair facility – distance from Public Works – 415Lemay, Clarence-Creek	

MOBILE SERVICE

Information Requested	Proponent Response
Number of fully equipped service trucks to service City of Clarence-Rockland	

Appendix B – NOTICE OF “NO BID”

It is important that the City of Clarence-Rockland receive a reply from all bidders. Although there is no obligation to submit a Bid, should you choose not to, your completion of this form will assist us in continually improving our Bid Process. Please complete the following by checking off the appropriate statement(s) including your additional comments and fax to Procurement Services at 613-446-1497 prior to the closing time and date indicated in the bid package.

- 1. We do not supply this product(s) or service. _____
- 2. We cannot supply to the specification _____
- 3. Unable to quote competitively _____
- 4. Cannot bid due to present work load _____
- 5. Quantity is too large _____ too small _____
- 6. Unable to meet delivery/completion requirements _____
- 7. Patent or licensing restrictions _____

Other reasons/additional comments:

Do you wish to bid on these goods/services in the future? Yes_____ No_____

Company_____

Address:_____

Phone:_____ Fax:_____

Signature:_____ Title:_____

Name:_____ Date:_____

(Print)



Appendix C – COURTESY LABEL



Tender Number F18-COM-2018-030

**4WD TRACTOR WITH SELF-LEVELLING LOADER WITH CAB
CLOSING DEADLINE – no later than 2:00 P.M., 17-AUG-2018**

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

**1560 Laurier
Client Service Center
Rockland, ON
K4K1P7**

