



Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR TENDER

Tender Number

F18-PS-2019-002

FIRE DEPARTMENT RECORDS MANAGEMENT SOFTWARE

Request for Tenders Issued On: September 5, 2019

Tender Submission Deadline: 2:00:00pm on September 26, 2019 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**



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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:

Yves Rousselle C.E.T.

E-mail : yrousselle@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 Vendors 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 Vendors by the City of Clarence-Rockland Procurement Services in the form of an addendum.

Should a Vendor 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 Vendors fail to report any discrepancies, errors or omissions to the Contracting Authority as specified, Vendors 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, Vendors 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	September 5, 2019
Last Day for submitting e-mail inquiries	September 19, 2019
Tenders due from firms	September 26, 2019 2:00:00 PM
Evaluations/Award	October 2019

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 Vendor. Fax or electronic (email) submissions will **not** be accepted.

Sealed Bids, one original 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 2:00:00 p.m. Local Time on September 26, 2019.

Vendors are required to submit the following with their Bid:

Document	Page
Section 4 - Specifications	31-41
Section 6 - Bid Submission Form	42-44
Pricing Schedule	45

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

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:

The intent of this Bid call is to invite and receive bids to furnish one (1) Record Management System software with (5 concurrent licenses) for the Clarence-Rockland Fire department.

The Record Management System software shall 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 Vendor 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.

Vendors 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 Vendor 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 Vendor.

Time 2:00:00 PM on September 26, 2019

**Site: City Hall
1560 Laurier
Clarence-Rockland
Client Service Center
Rockland, ON
K4K1P7**

8. WITHDRAWAL OF BIDS

A vendor 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 1:59:59 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 Vendor.

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.



Copies of this RFT are available from the MERX Distribution Unit, telephone 1-800-964-6379 or via the internet at www.merx.com. and on the City's web site. MERX and the City's web site are the official and sole distributor of this RFT and any addenda. If a Vendor obtains this document by means other than through MERX and or the City's web site, verification as to the accuracy of the document and receipt of any addenda shall be the sole responsibility of the Vendor.

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

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

Vendors 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 Vendor.

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, 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 Vendor.

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:

Item	Irregularity	Response
1	Late bids	Automatic rejection, returned unopened to bidder
2	Bids received in an unsealed envelope	Automatic rejection
3	Bid submitted in a form other than the original Bid Form provided	Automatic rejection, unless in the opinion of the Procurement Division the information provided is complete and it is not a financial schedule that has been submitted in a form other than the original Bid Form provided
4	Bid Form not signed or witnessed	Automatic rejection



	Bid Form signed by an authority to bind the company, but not witnessed	Upon notification, two (2) business days to seal or witness or bid shall be rejected
	Bid Form witnessed, but not signed by an authority to bind the company	Upon notification, two (2) business days to sign or bid shall be rejected
5	Incomplete Bid	Automatic rejection, unless: a) the competitive bid opportunity state that partial bids are acceptable, and the bid is complete in respect to the portion of the scope of work or deliverable(s) bid on; or b) in the opinion of the Procurement Division, the omission is of a minor nature and is remedied by the bidder within two (2) business days of notification. Incomplete pricing shall not be considered minor in nature and shall result in automatic rejection, with the exception of the irregularities stated in accordance with Item 6 and 7
6	If a unit price has been provided but the corresponding extended total has been omitted	The extended total will be calculated from the unit price and the quantity specified, by the Owner
7	If an extended total has been provided but the corresponding unit price has been omitted	The unit price will be calculated from the extended total and the quantity specified, by the Owner
8	Mathematical errors which are not consistent with the Unit Price, such as tax calculation errors	Upon notification, two (2) business days to correct or bid shall be rejected
9	Unit Price, which has been changed, not initialed but the corresponding extension is consistent with the amended Unit Price	Upon notification, two (2) business days to initial or bid shall be rejected
10	Unit price, which has been changed, not initialed and the corresponding extension is not consistent with the amended Unit Price	Automatic rejection
11	Transfer of an amount from one part of the submission to another is incorrect or incomplete	Upon notification, two (2) business days to correct or Bid shall be rejected
12	Bid Bond, in the form, amount and irrevocability outlined in the Contract documents, not submitted	Automatic rejection, unless the Bid Bond submitted is in excess of the competitive bid document requirements
13	Bid Bond not signed or sealed, as applicable	Automatic rejection



14	Bids not completed in ink or typed format	Automatic rejection
15	Alterations, additions, deletions or qualifying statements made to or provided with the Bid Form	Automatic rejection, unless in the opinion of the Procurement Division the statements provided do not qualify any pricing but are included for clarity purposes
16	Strikeouts, erasures, whiteouts or overwrites made to the Bid Form that are not initialed	Automatic rejection, unless in the opinion of the Procurement Division, the failure to initial is minor in nature and is capable of being remedied; upon notification, bidders shall have two (2) business days to initial or the bid shall be rejected. Un-initialed alterations to pricing shall be dealt with in accordance with Items 8, 9 and 10
17	Failure to have a representative in attendance and registered at a mandatory site visit	Automatic rejection
18	Bidder has not been previously prequalified under a related prequalification process, where applicable	Automatic rejection
19	Addenda have not been acknowledged:	
	a) which have financial implications	Automatic rejection
	b) which have informational content	Two (2) business days to acknowledge or bid shall be rejected

12. BIDS IRREVOCABLE

This Tender is irrevocable and is to continue open for acceptance by the City for a period of ninety (90) calendar days after the date and time set for submission of Tender. The City may at any time within the above ninety (90) calendar day period accept this Tender whether or not any other Tender has previously been accepted.

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 Vendor.

Bids must be typewritten or legibly written in ink with any erasures/corrections being initialed by the Vendor 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 Vendor, 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 Vendor 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 the Vendor. All Equipment or Vehicles must be delivered at the municipal main building.

- a) Title to the Goods or Equipment contracted for delivery shall pass to the City upon;
 - I. the Goods or Equipment having been delivered 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 Vendor 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 Vendor shall perform a pre-delivery inspection on all Equipment.
- e) Deliveries should be made between the hours of 8:30 AM to 4:30 PM, Monday to Friday.
- f) Prior to delivery, it shall be the Vendor's responsibility to pre-service the Vehicle(s) and related attachments so they are ready for immediate use upon delivery.

16. BASIS OF AWARD

It is the City's intent to Award a Contract to the Lowest Responsive Vendor 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 Vendor's Tender will be confirmed contractually in the



form of a Purchase Order(s) or an executed agreement issued by the City to the Lowest Responsive Vendor. The Contract having been confirmed by a Purchase Order shall affirm the identity of Successful Vendor and shall name all of the relevant Contracting Documents. The Successful Vendor shall thereafter be known as the Vendor.

If requested by the City, Vendors 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 software offered for evaluation may not exactly match the requirements detailed herein however; the software shipped must meet all Specification requirements. The software 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 software 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 Vendor or an executed agreement which has been signed by the City and the successful Vendor.

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 Vendors, 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 Vendor 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 Vendor'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 Vendor 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 Vendor 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 Vendor;
- iv. The manner in which the Vendor provides services to others;
- v. The experience and qualification of the Vendor's senior management, and Contracting management;
- vi. The compliance of the Vendor with the Owner's requirements and specifications; or
- vii. Vendors with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

The Vendor 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 Vendor. By submitting a Bid, the Vendor 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 Vendor, whether such right or cause of action arises in contract, negligence, or otherwise.

20. DEBRIEFING

Vendors are entitled to request a debriefing from the City of how their submission was evaluated. Requested debriefing sessions will be scheduled by the Contract Authority following Award of Contract. Debriefing sessions shall be conducted for the sole purpose of providing constructive and instructive feedback for a Vendor. A debriefing session will only involve a review of how the City considered and evaluated a particular Vendor's submission and will not include disclosure of any aspect of the City's evaluation of other submissions received from other Vendors

21. VERIFICATION OF SAFETY PERFORMANCE

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

22. VENDOR PROFILE

The Vendor 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.

23. REQUIREMENTS UPON ACCEPTANCE

Prior to award, the recommended Vendor 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) 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



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

25. TRAINING REQUIRED ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES

Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service), made under the Accessibility for Ontarians with Disabilities Act, 2005, requires that the Vendor (successful Vendor/proponent) shall ensure that its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services to persons with disabilities.

The training must be provided in accordance with the Regulation and shall include, without limitation:

- a review of the purposes of the Act and the requirements of the Regulation
- instruction about all matters set out in Section 6 of the Regulation.

This training is available to you on-line at <https://accessforward.ca/>

The on-line training takes about thirty to forty (30-40) minutes.

The Vendor (successful Vendor/proponent) will be required to provide a signed acknowledgement (Certificate) form to City of Clarence-Rockland Procurement Services that confirms their compliance with Section 6 of the Regulation.

26. LIQUIDATED DAMAGES DUE TO LATE DELIVERY

N/A

27. NEGOTIATION (PRE CONTRACT AWARD)

In the event that all bids submitted exceed the Owners budget for the Contracting, the Owner may negotiate changes in the scope of work with the Vendor submitting the lowest acceptable bid. Where included in the bid, unit prices shall be used to achieve the reduction. If a unit price is not provided, said change will be negotiated between the successful Vendor and the Supply Manager and will be based on similar prices contained in the bid, the nature and scope of work, material required and hourly rate.

28. CHARACTER OF WORKERS

The reference to "workers" refers to workers of the Vendor and includes Corporate Officers.

The Vendor agrees to employ only orderly, competent, and skilful workers. Whenever the Municipality informs the Vendor in writing that any worker is, in its opinion, incompetent, unfaithful or disorderly, the Vendor will ensure that the worker in question is removed from the work and shall not be further employed on the Contract without the Municipality's written consent.

29. CONTRACT CANCELLATION

The Municipality shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Municipality and the Company may negotiate a settlement. The Municipality shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

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) Vendor 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 Vendor or potential Vendor an unfair advantage during a Competitive Procurement Process or compromise the ability of a Vendor 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) Vendor 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 Vendor, 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 Vendor (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 Vendors 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 Vendor 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 Vendor to bring to the City's attention any such changes.
- ii) The Vendor 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 Vendor 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 Vendor'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.

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 attorn 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 Vendor and the City.

9. ABILITY AND EXPERIENCE OF VENDORS

The City reserves the right to reject any BID unless the Vendor 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 Vendor 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 Vendor 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 Vendors will be disclosed in accordance to our Procurement By-law.

Vendors 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 Vendor believes any part of its Bid Submission reveals any trade secret of the Vendor, any intellectual property right, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the Vendor and if the Vendor 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 Vendor 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 Vendor status confirming that WSIB cover is not required prior to commencement of work.

12. INSURANCE/INDEMNIFICATION

The Vendor 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 Vendor'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 Vendor, 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 Vendor.

The Vendor, 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 Vendors protective liability to a limit of not less than two million dollars (\$2,000,000) 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 two million dollars (\$2,000,000) 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 Vendor.

Upon notification of intent to award the Contract and within ten (10) business days, the Vendor 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 Vendor 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 Vendor 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 Vendor to determine what additional insurance coverage and limits are necessary to fulfill its obligations in accordance to the contract.

13. INSURANCE CLAIMS

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

- (a) The Vendor shall retain an independent adjuster who will determine the Vendor'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 Vendor. Copies of such determination of liability shall be forwarded to the City of Clarence-Rockland.
- (b) If the Vendor or the Vendor'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 Vendor was liable will be deducted from monies owing to the Vendor by the City of Clarence-Rockland.
- (c) If a claim is settled to the satisfaction of the Claimant, the Vendor 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 Vendor and The Corporation of the City of Clarence-Rockland, its employees, agents and anyone for whom it is in law responsible.

14. DEFAULT

In the event that the successful Vendor fails to properly, promptly, and fully carry out the work required by these documents, the City reserves the right to notify the successful Vendor 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 Vendor 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.

15. TERMINATION

In the event that the Vendor 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 Vendor notice in writing of such failure. In the event that the Vendor 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 Vendor;
- b) The City may withhold any payment due to the Vendor hereunder until the Vendor has remedied its failure;
- c) The City may engage the services of another Vendor to remedy the Vendor's failure, and obtain reimbursement therefore from the original Vendor. The said reimbursement may be obtained either through deduction from any amounts owing to the Vendor 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.

16. SUSPENSION OF VENDORS

At the discretion of Procurement Services, any Vendor 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.

17. 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

18. ACCEPTANCE OF UNITS



The software 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 software 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 Vendor shall be notified in writing within fourteen (14) days after delivery of the software to the City of Clarence-Rockland whether or not such software 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 software 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 Vendor shall be under the warranty.

19. REJECTION

19.1 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.

19.2 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.

20. VENDOR RESPONSIBILITIES

20.1 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.

20.2 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.

21. 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.

22. 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 Contracting 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/Vendor shall provide appropriate information and **Material Safety Data Sheets**, where required, with the shipment

- (ii) Shall ensure that Vendors, sub-Vendors and all of their employees are trained in W.H.M.I.S.

23. INVOICE REQUIREMENTS

The Vendor 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.

Please send Invoices to AP@Clarence-Rockland.com

24. 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.

Payment in full shall be made for the vehicle delivered and accepted, within forty five (45) days of the date of acceptance.

25. BLACKOUT PERIOD

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

26. NO LOBBYING

No Vendor or potential Vendor 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 Vendor 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 Vendor 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.

SECTION 3.0

GENERAL REQUIREMENTS

1. OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) REQUIREMENTS

- 1.1 The following requirements and conditions shall be included in all agreements with Vendors (and sub-Vendors) engaged by or on behalf of the City:
 - 1.1.1 Vendors with known poor safety records or with inadequate qualifications or equipment will not be considered for award;
 - 1.1.2 Vendors acknowledge that they regularly read and understand the Occupational Health and Safety Act R.S.O. 1990, C. 0.1 ("OHSA") and regulations, made under that statute;
 - 1.1.3 the Vendor shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations. Any such requirements established by the City shall be included in the Bid Documents and the Vendor agrees to assume full responsibility for the enforcement of same;
 - 1.1.4 the Vendor shall participate in a pre-Contracting meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work;
 - 1.1.5 the Vendor shall allow access to the work site on demand to representatives of the City provided that they are in full compliance of the Occupational Health and Safety Act and Regulations;
 - 1.1.6 the City will take all action necessary to support the Vendor's health and safety efforts and to ensure that the City-owned and controlled environments in the vicinity of the Contracting are free from hazards;
 - 1.1.7 the Vendor acknowledges and agrees that any serious breach or breaches of health and safety requirements, whether by the Vendor or any of its Sub Vendors may permit the City to elect to cancel the Contract; and
 - 1.1.8 the Vendor acknowledges and agrees that any damages or fines that may be assessed against the City by reason of a breach or breaches of the OHSA by the Vendor or any of its Sub Vendors will entitle the City to set-off the damages so assessed against any monies that the City may from time to time owe the Vendor under the Contract or any other contract whatsoever

- 1.2 The Vendor shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agent(s) and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the OHSA and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- 1.3 Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Vendor shall ensure that the requirements of the OHSA and associated regulations are complied with.
- 1.4 The Vendor shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- 1.5 The Vendor shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities. This plan shall include, but not be limited to, procedures for entering a confined space on the work site.
- 1.6 The Vendor agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the City.

2. TOXIC AND HAZARDOUS SUBSTANCES

If the Successful Vendor encounters unidentified toxic or hazardous substances at the Place of the Work, or has reasonable grounds to believe that unidentified toxic or hazardous substances are present at the place of the Work, the Successful Vendor shall take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death, and that no property is injured or destroyed as a result of exposure to the presence of the substances, and immediately report the circumstance to the City in writing.

3. LICENCES AND PERMITS

The successful Vendor 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.

4. EVIDENCE OF QUALITY

It is the Vendor's responsibility to prove their product/service quality meets the City of Clarence-Rockland's requirements and Vendors 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.

5. **LABOUR DISPUTES**

The obligations of the successful Vendor 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 Vendor, or otherwise.

6. **GUARANTEED MAINTENANCE AND WARRANTY**

6.1 Upon completion of the Work, the Vendor shall maintain the Work for a warranty period of *Twelve (12) Months* after the date of substantial completion to the satisfaction of the City/or Consultant, if any, both acting reasonably. The Vendor shall correct any imperfections due to material or workmanship. The decision of the City/or Consultant, if any, both acting reasonably, as to the nature and cause of any imperfections and the necessity for the type of repair shall be final. If the Vendor fails to comply with the direction from the City/or Consultant, if any, both acting reasonably, within fifteen (15) Calendar Days or immediately in the case of an emergency the City/or Consultant, if any, both acting reasonably, may proceed under the Performance Bond or if it is holding a Letter of Credit, or Certified Cheque, it may draw upon it and complete the required work at the Vendor's expense.

6.2 The warranty given pursuant to this section shall not limit extended or other warranties on any items of equipment or material called for elsewhere in the Contract.

6.3 The Vendor shall, before final payment is applied for, to the extent permitted by the manufacturer and supplier, assign to the City the benefit of any warranty by any manufacturers or suppliers in addition to the warranty as mentioned above.

7. **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 Vendors 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 Vendor 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, Vendors 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 Vendor, unless otherwise stated by the City.

The Specifications provided in this Document are the minimum required to cover and be capable of carrying out the intended function of the Record Management System. Where a Manufacturer's standard Specification exceeds these Specifications then the Manufacturer's standard Specification will be considered minimum for his software.

Any material, labour or components not specifically mentioned or included herein, but which are, in the Vendor's opinion required to complete the Software installation and in good operations, shall be furnished by the Vendor as though specifically mentioned in these Contract Documents.

The Vendor 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 and labour required.

The Specification included describes the type, size, design and construction of software, which is felt necessary to meet the performance and service requirements of the City. Vendors 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 software 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 Vendor's Tender submission as non-responsive. All Vendors 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.

FIRE DEPARTMENT RECORD MANAGEMENT SOFTWARE

FIRE DEPARTMENT RECORD MANAGEMENT SOFTWARE				
	OVERVIEW			
1.0	<p>The system supports in an integrated manner the activities of a fire protection service on the following aspects:</p> <ul style="list-style-type: none"> ➤ Prevention ➤ Inspection ➤ Training ➤ Equipment • Resource and assignment, time management, pay management ➤ Management of requests ➤ Documentation center ➤ Geo localization ➤ Inventory management ➤ SQL Server Database (2008) and up ➤ Web application ➤ The entire application is available via a web browser 	YES	NO	SPECIFY
1.1.1	The application can be operated on any type of device PC, Windows, MAC, etc.			
1.1.2	The application (all modules) allows you to operate on any type of mobile device (tablet, phone, etc.) Android, Windows, IOS, etc.			
1.1.3	User-friendly, intuitive typing (quick identification of required fields, etc.)			
1.1.4	Intuitive search and advanced search capability according to the user's criteria for all screens			
1.1.5	Software built-in query tool with no restrictions on the number of criteria and possible filters			
1.1.6	Management of dashboards and performance indicator. Ability to create without programming another unlimited dashboard.			
1.1.7	Functionality to add additional fields to an existing screen or to create new entry screens			
1.1.8	Functionality to configure all screens and forms according to the customer's needs (remove fields from a screen, change the layout, etc.)			
1.1.9	Letter and notification configuration and generation tool.			
1.1.10	Word merge tool			
1.1.11	No technological limitation on the number of competing users			
1.1.12	Robust record lock			



1.1.13	Ability to define additional fields (textbox, lists, radio buttons, etc.) that will be added to existing data			
1.1.14	Ability to extract all reports in Excel and PDF format			
1.1.15	Functionality of tables and graphs creation			
1.1.16	Integrated messaging tool for sending messages to all users of the solution			
1.1.17	Possibility of defining the sorting order of the information contained in the tables			
1.1.18	Ability to manage scheduled tasks (backup, reports, script execution) from the application			
1.1.19	Ability to attach all types of documents to each system record			
1.1.20	Ability to insert comments to each system record			
1.1.21	Ability for each user to define access shortcuts to the most used screens or reports			
1.1.22	Manager for creating letters based on system information Example (Contact, prevention folder ...)			
1.1.23	Keep track of all emails sent from the app			
1.1.24	Identification of tabs containing information			

1.2	ADDRESSES AND CONTACTS Access to related information: <ul style="list-style-type: none"> ➤ Addresses ➤ Buildings ➤ Required water flows ➤ Places of business ➤ Traffic routes ➤ Intersections ➤ Events ➤ Contacts ➤ Dangerous materials of a place ➤ Dangerous products ➤ Emergency measurement guides ➤ List of cupboards ➤ Cities ➤ City Services ➤ Room capacities ➤ Places of interest ➤ Reference objects ➤ Configuration division of addresses 	YES	NO	SPECIFY
1.2.1	Possibility of several suites linked to an address			
1.2.2	Ability to link multiple addresses to an address			
1.2.3	Management of places of business linked to addresses			
1.2.4	Alias management (For places of business)			
1.2.5	Alias management (For street names)			
1.2.6	Event management with localization (Delimitation of the perimeter)			
1.3	PREVENTON DIVISION	YES	NO	SPECIFY
1.3.1	Evacuation drill			
1.3.2	Manages inspection records and division schedule			
1.3.3	Creation, update, destruction, printing and interrogation of the inspection file			
1.3.4	Classification by type of inspection			
1.3.5	Control of inspection types according to the selection of information relevant to each type.			
1.3.6	Interface with the city properties database (evaluation roll) with automatic update according to a given frequency			
1.3.7	Verifies the conformity of a building (building inspection) according to a pre-established form			
1.3.8	Automatically generates re-inspections (appointments) on schedule based on extensions of time granted against notices of compliance			
1.3.9	Automatic alert by email, SMS, Pop-up during re-inspection			

1.3.10	Issuing notices of compliance (notice previously validated by a manager)			
1.3.11	Notice approval system			
1.3.12	Planning of public education activities			
1.3.13	Possibility to create several other models of prevention form			
1.3.14	Planning according to an inspection circuit			
1.3.15	Hazardous Materials Management with Access to Canutec Emergency Response Guide (Fully Integrated Canutec Guide)			
1.3.16	Room capacity calculation form			
1.3.17	Required water flow calculation form			
1.3.18	Pre-incident Planning Form based on NFPA 1620			
1.3.19	Building Survey Form			
1.3.20	Management of places of business with contact, event ...			
1.3.21	Planning of special activities (outdoor fires, sunsets in schools ...)			

1.4	OPERATIONS DIVISION	YES	NO	SPECIFY
1.4.1	Management of intervention reports			
1.4.2	Automatic validation rules to meet departmental requirements for transfer of intervention reports			
1.4.3	Ability to batch dispatch departmental response reports			
1.4.4	Possibility to specify in the intervention report, the people involved and the equipment used			
1.4.5	Management of approval of the intervention reports before sending to the ministry			
1.4.6	Management of information regarding vehicles, platoons and units that were part of the intervention			
1.4.7	Managing internal report approval transfers			
1.4.8	Provides statistics on interventions based on types of information contained in the intervention reports (deadlines, buildings, platoons, units, etc.)			
1.4.9	Possibility of dividing the territory into different sectors, the defined sectors may be different depending on the intervention or prevention service			
1.4.10	Event management form with the possibility to mention an activation and deactivation date			
1.4.11	Management of fire hydrants			
1.4.12	Maintenance management of fire hydrants			
1.4.13	Possibility of producing a home intervention report			
1.4.14	Issuing municipal permits (burn permits...)			
1.4.15	Input of resources and time on report of intervention with automatic compilation towards the pay			
1.5	DIGITAL COMMAND POST & ACCOUNTABILITY	YES	NO	SPECIFY
1.5.1	Development of a precautionary response plan according to NFPA 1620			
1.5.2	Recovery tool for plans already made by fire departments			
1.5.3	Rapid enumeration and safe demobilization of resources			
1.5.4	Management of geographic areas			
1.5.5	360-degree vision of the entire intervention by knowing in real time the location and evolution of each resource during events			
1.5.6	Application of intervention strategies and tactics			
1.5.7	Event management and assignment of tasks by specialties			
1.5.8	Management of firefighter rehabilitation time			
1.5.9	Management of withdrawals and perimeters			
1.5.10	WHMIS and hazardous materials management			

1.5.11	Quick search methods for resources in action			
1.5.12	Logging of all the actions taken during the interventions			
1.5.13	Transmission of intervention reports			
1.5.14	Replay the scene to view all the actions performed			
1.5.15	Post mortem retrospective analysis (define the problem, find and evaluate solutions, make appropriate decisions)			
1.5.16	Advanced Command Post			
1.5.17	Manual entry of equipment			
1.5.18	Alarms and warnings			
1.5.19	Detailed intervention reports			
1.5.20	Add external resources			
1.5.21	Indication for gas leak			
1.5.22	Extra info (text and drawing) for all available objects			
1.5.23	Modification of the building structure			
1.5.24	Creating preplans including attached images and information files			
1.5.25	Task and hose management			
1.5.26	Redundancy of intervention with network link			

1.6	Human Resources & Training	YES	NO	SPECIFY
1.6.1	Follow-up of training and membership training activities			
1.6.2	Complete human resources file			
1.6.3	Definition of the types of training (initial, continuous, training, optional, compulsory ...)			
1.6.4	Establishment of programs regrouping several types of training of different durations			
1.6.5	Defining certifications by program and validity times to generate reminder alerts			
1.6.6	Identification of firefighters able to give a type of training or a program			
1.6.7	Planning training sessions in terms of date, type of training or program, trainer (one or more, internal or external), number of participants, location			
1.6.8	Allows participants to be selected for a training session according to different criteria such as the peloton, the station, the certifications, the dates of validity			
1.6.9	Follow training sessions on number of hours per participant, absences or delays			
1.6.10	Tracks training costs by category: equipment, travel, trainer, etc			
1.6.11	Ability to follow the training profile of an individual			
1.6.12	Certification or not of an individual of the courses followed			
1.6.13	Management of information concerning training agencies and their contacts)			
1.6.14	Possibility of producing certificates of successful completion of training (report)			
1.7	Time & Payroll Management	YES	NO	SPECIFY
1.7.1	Possibility of planning the affections (exchange management, replacement ...)			
1.7.2	Management of daily assignments			
1.7.3	Allows time recording by type of activity			
1.7.4	Allows the generation of reports and graphs by type of time			
1.7.5	Allows management of payrolls according to different work codes			
1.7.6	Management of replacements			
1.7.7	Payroll transfer to iCity (Vadim)			

1.8	Vehicle and Equipment Management	YES	NO	SPECIFY
1.8.1	Monitoring of the equipment inventory of the service			
1.8.2	Definition of the types and categories of equipment (vehicles, breathing apparatus, pipes, pumps and others) and the mandatory fields as well as the characteristics that correspond to them (brand, model, serial number, registration, supplier ...)			
1.8.3	Possibility to attach all types of files to each equipment (photos, documentation, etc.)			
1.8.4	Ability to define characteristics per unit of product			
1.8.5	Define different types of location (stations, vehicles, lockers, people, internal, external, etc.)			
1.8.6	Recursion for equipment and location (equipment is in a compartment that is on a vehicle, which is in a station)			
1.8.7	Monitoring the movement of equipment: moving between locations; in-house loan (known location); external loan (localization to be referenced)			
1.8.8	Warranty management			
1.8.9	Loan management based on start dates, expected return dates and corresponding reminders			
1.8.10	Possibility to quickly access, from the human resources file, equipment loans to a resource			
1.8.11	Follow-up of the equipment assigned to an individual as well as the maintenances that are carried out on this equipment			
1.8.12	Search for equipment by any information entered			
1.8.13	Schedule tests and maintenance on equipment or equipment package			
1.8.14	Test Screens (pass / fail) with detailed specifications of test benches (devices, face parts, hoses, ladders, combat equipment and pumps)			
1.8.15	Integrates test bench test results according to legal requirements or supplier standards			
1.8.16	Possibility of configuring several types of test / maintenance intervals (days or hours of use). Possibility of combining these different types (180 days or 150 hours of use (which comes first)			
1.8.17	Follow-up of repairs made on different equipment and devices, both internally and externally			
1.8.18	Manages records of suppliers			

1.8.19	Complete, manage and track requisitions and acquisition quotes in order to make purchase orders			
1.8.20	Manages the inventory of provisions with the information on the different quantities calculated automatically according to the purchases and according to the consumption carried out both at the station and with the fire vehicles on the interventions, the trainings and others			
1.8.21	Generates alerts based on inventory levels			
1.8.22	Allows users to print unfilled forms such as: inventory taking (any type of location, fire station, vehicle, etc.), repair request, reporting of equipment loaned, lost, or missing in order to use them in paper format			
1.8.23	Tracking allocated budgets for equipment purchases			

1.9	Clothing Management	YES	NO	SPECIFY
1.9.1	Management of suppliers			
1.9.2	Size management by resources			
1.9.3	Repeat management			
1.9.4	Management of departure orders			
1.9.5	Management of automatic orders			
1.10	Calendar of activities	YES	NO	SPECIFY
1.10.1	Displays in a calendar all the activities of the service (past, present, future) as an icon			
1.10.2	Filter calendar activities by division, stations, platoon, individual, type of activities			
1.10.3	Plans activities other than those mentioned above, recurring or not, such as staff meetings, station meetings, fundraising			
1.10.4	Displays activity reminders			
1.10.5	Ability to create pop-up or email reminders			
1.10.6	Ability to track internal requests to the service and their assignment as a task planning: between divisions, between stations, between platoons ... A purchase request for the logistics division, a request with an external service, etc.			
1.11	Request Management	YES	NO	SPECIFY
1.11.1	Management of the types of requests			
1.11.2	Assignment of the responsible person, division...			
1.11.3	Historical process tracking			
1.11.4	Information on the applicant			
1.11.5	Information on the place of the request			
1.11.6	Managing request follow up's			

1.11.7	Provenance (Citizen, Central 911, internal etc.)			
1.11.8	Status of the request			
1.11.9	Online application portal (which can be linked to the city's website)			
1.11.10	Geomatics tool link for location geolocation			
1.11.11	Ability to create an activity or an inspection form related to the request			
1.12	Documentation Center	YES	NO	SPECIFY
1.12.1	Documentation center for the management of service documents, for example regulations on fire prevention (articles of law), etc.			
1.12.2	Ability to create topics			
1.12.3	Ability to create folders			
1.12.4	Sharing folders with access rights			
1.12.5	Sharing of documents with access rights			
1.12.6	Notification sent when adding new documents			
1.12.7	Possibility of adding shared private or public notes on documents			
1.12.8	Research of documents or folders			
1.13	System Management	YES	NO	SPECIFY
1.13.1	Allows management of control tables and parameters by users with the appropriate profile			
1.13.2	Ability to customize nomenclature and coding for control tables to users with the appropriate profile			
1.13.3	The system supervisor can manage user profiles against access by category of individuals (folders) and system functions			
1.13.4	Possibilities to manage the authorizations (addition, destruction, modification, consultation ...) by system supervisor			
1.13.5	Management of a log of access to the system. This log is detailed according to the function accessed, the date and time, the extension number and the user number. This log is not editable and is accessible only to users with the appropriate profile.			
1.13.6	Audit of all changes			
1.13.7	Access to the data model			
1.13.8	Ability to use system data through an independent data extraction and reporting system			
1.13.9	Allows printing with all types of common paper, black and white or color laser printer			
1.13.10	Connecting to LDAP or Active Directory			
1.13.11	The system shall be fully cloud based as far as hosting options			
1.14	Other	YES	NO	SPECIFY
1.14.1	The software will permit for five (5) concurrent licenses			

1.14	Other Cont..	YES	NO	SPECIFY
1.14.2	A minimum of 28 hours of on-site training will be included in the tendered price.			



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

Bid Description:	F18-PS-2019-002 FIRE DEPARTMENT RECORDS MANAGEMENT SOFTWARE
Closing Date:	<u>September 26, 2019</u>
Time:	2:00:00PM

Vendor 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 Vendor declares that:

- No persons, other than the Vendor, have any interest in this RFT or in the Contract proposed to be entered into.
- 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.
- The several matters stated in the said Submission are in all respects true.
- The Vendor 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 Vendor also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Vendor 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 Vendor, the Vendor 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 Vendor also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Owner or City representative.
- h) The Vendor 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 Vendor 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 Vendor in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Vendor 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 Vendor, 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 Vendor;
 - (iv) the manner in which the Vendor provides services to others;
 - (v) the experience and qualification of the Vendor's senior management, and Contracting management;
 - (vi) the compliance of the Vendor with the Owner's requirements and specifications; and
 - (vii) innovative approaches proposed by the Vendor in the Tender;



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

l) The Vendor 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 Vendor.

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

Your completion of this form confirms acceptance of the City of Clarence-Rockland's Standard Terms and Conditions. Vendors 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 Vendor 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 Vendor 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.

ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Supply of a Record Management Software(RMS) including 5 concurrent licenses c/w minimum 28 hrs on-site training.	1	\$	\$
2	<u>Provisional</u> Provide an hourly rate for extra training if required beyond the 28 hours included in the bid price for 2020-2021.	Per Hours		N/A
	TOTAL OF ITEM 1 ONLY			\$
				/100
	<i>Insert Dollars in words above</i>			

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:

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 B – COURTESY LABEL

From:



**BID SUBMISSION
F18-PS-2019-002**

FIRE DEPARTMENT RECORDS MANAGEMENT SOFTWARE (RMS)

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

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

CLOSING DEADLINE – no later than 2:00:00PM, September 26, 2019

