



Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR TENDER

Tender Number

F18-INF-2017-013

Fencing

Request for Tenders Issued On: 24-Apr-2017

Tender Submission Deadline: 2:00:00pm on 19-May-2017 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**

INFORMATION FOR BIDDERS – SUMMARY SHEET

The following is a summary of some of the key requirements included in the attached document. The details of each requirement are provided in the attached document. This information summary is provided for the convenience of the bidders only. It is not necessary to return this summary sheet with your submission.

NOTE:

Bidders must consult every section of this RFT/RFP/RFQ to ensure that they have included all information required. Bid submission forms in Section 5 must be completed, executed, and submitted at the time of closing.

Project Description: **Fencing City Landfill**

- Reference Number: **F18-INF-2017-013**
- Term of Agreement: **N/A**
- Closing Date: **2:00:00 P.M., Local Time, May 19, 2017**
- Opening Location: **1560 Laurier, Rockland, ON Client Services**
- Submission Requirements: Original in sealed envelope and indicating the Contract number
- Documents to be submitted: All forms in Section 5

- Site Meeting: Yes No Date and Time:
Mandatory: Yes No Location:

- Bid Deposit: Yes Amount _____ No
- Agreement to Bond (or approved equivalent): Yes No
- If Yes, Performance Bond _____ Labor/Materials Payment Bond _____
- 10% Holdback Applicable: Yes No ♦ Fidelity Bond: Yes No
- Prices Read out at Public Opening: Yes No ♦ Schedule of Prices to be completed in whole: Yes No
- Sample Products: Yes No References Mandatory: Yes No
- Subcontractors Form: Yes No ♦ WSIB Certificate required: Yes No
- Key Personnel: Yes No ♦ Other Certifications: Yes No
- Accessibility for Ontarians with Disabilities Act (AODA) Applies: Yes No

Insurance Requirements:

- Commercial General Liability Insurance
Yes Amount: \$2,000,000/occurrence or \$5,000,000/occurrence No
- Automobile Insurance not less than \$2,000,000/occurrence Yes No
- Professional Liability not less than _____ Yes No

Inquiries: Buyer Name: **Gerald Lalonde**
Telephone No: **613-446-6022 Ext: 2206**
Email: Glalonde@clarence-rockland.com

INFORMATION FOR BIDDERS – SUMMARY SHEET – CONT'D

Tender must be submitted in a sealed envelope.
It must be clearly addressed as set out below.

Or you can affix the below label to your envelope.

REQUEST FOR TENDER

Client Services

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


ATTN: Client Services

PROJECT: Fencing City Landfill

TENDER #: F18-INF-2017-013

Company Name: _____
Company Address: _____

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1. **ELIGIBILITY TO PARTICIPATE**

Open competition.

2. **TENDER TIMELINE**

Event	Anticipated Date
Request for Tender issued	24-Apr-2017
Job Showing Mandatory Meeting	N/A
Last Day for submitting e-mail inquiries	10-May-2017
Tenders due from firms	19-May-2017 2:00
Evaluations	June 2017

3. **TENDER DELIVERY & OPENING**

- (a) *Tenders* made on the forms provided must be submitted in a sealed package, clearly **marked showing the Tender number found on the front of the RFT** and throughout the document and must be submitted to the following address to the attention of the following individual **not later than 2:00:00 p.m.**, Local Time, on the date shown on the front of the RFT and throughout the document (the “deadline for submission”).

Gerald Lalonde,
Supply Manager
Client Services
The Corporation of the City of Clarence-Rockland
1560 Laurier
Rockland, ON
K4K1P7

- (b) The time stamp in the Purchasing Office is the official time for the deadline for submission. No other clock or source of time will be recognized when considering the submission date and time of Requests for Tenders / Proposals / Quotations / Pre-Qualifications, Expressions of Interest or any other competitive bidding document issued by Purchasing. *Tenders* must be received not later than 2:00:00 P.M. on the specified date of closing. *Tenders* received at 2:00:00 P.M., as shown on the time stamp in the Purchasing Office, are “on time” and will be accepted. *Tenders* received at 2:00:01 P.M. or later, as shown on the time stamp in the Purchasing Office are late and will be rejected.
- (c) Any *Tenders* received after the deadline for submission will be considered as non-compliant and will be returned unopened. In the event that the *Tender* is too large for an envelope, the *Tender* shall be **sealed** in a carton clearly marked with the *Tender* number and description.
- (d) The use of the mail or courier services for delivery of a *Tender* will be at the risk of the *Bidder*. The *Tender* must come into the possession of the above-mentioned representative of the *City* before the deadline for submission or the *Tender* will be returned to the *Bidder* unopened.
- (e) In the event that the *Tender* is hand delivered and is received past the deadline for submission, the *Tender* envelope will be time stamped and returned unopened to the deliverer immediately.
- (f) In the event that the *Tender* is received by a means other than ‘in person’ and is received past the submission deadline, it will be time stamped and returned unopened by courier.

- (g) **NOTE: *Tenders* must be submitted in a sealed envelope. Submissions by facsimile or electronic delivery, secure site or otherwise, are not acceptable.**
- (h) The onus unequivocally remains with the *Bidder* to ensure that *Tenders* are delivered to Purchasing Services, at the address shown in Item 3(a) above by the deadline for submission, in accordance with the submission instructions. Requests for adjustments to submitted *Tenders* by telephone, fax or electronically will not be considered.
- (i) The *City* shall not be liable for any cost of preparation or presentation of *Tenders*, and all *Tenders* and accompanying documents submitted by the *Bidder* become the property of the *City* and will not be returned. There will be no payment to *Bidders* for work related to and materials supplied in the preparation, presentation and evaluation of any *Tender*, nor for the *Contract* negotiations whether they are successful or unsuccessful.
- (j) *Tenders* will be opened at a public tender opening meeting immediately following the deadline for submission. The opening will be held in the room identified on the Information to Bidders Summary Sheet at the front of this RFT. Requests for information as disclosed at the public opening shall be in writing, directed to the City Buyer.
- (k) The *City*, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any *Bidder*, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the *City* of any *Tender*, or by reason of any delay in the acceptance of any *Tender*.

4. **SCHEDULED or (MANDATORY) MEETING:**

NONE

5. **CONTRACT TERM**

N/A

6. **TENDER SUBMISSION**

- (a) Submission of a *Tender* will constitute acceptance of all provisions contained in this *RFT* on the part of all *Bidders*.
- (b) When submitting a *Tender*, *Bidders* must ensure that all areas of this *RFT* that require information are completed and submitted in accordance with the instructions. Failure to do so may result in the incomplete *Tender* being rejected.
- (c) All *Tenders* must be made upon the Bid Submission Forms found in Section 5 to this *RFT*. The Bid Submission Form must be executed with an original signature and remitted prior to the deadline for submission or it will be rejected.
- (d) Signatures should be made in ink. If a joint *Tender* is submitted it must be signed by signing officers of each of the joint *Bidders*.
- (e) *Tenders* which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared *Improper* and may be rejected. *Tenders* must be legible, written in ink, or by computer. *Tenders* written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the price bid. Mathematical errors made by the bidder extending unit prices will be corrected by the City.
- (f) None of the conditions contained on the *Bidder's* standard or general conditions of sale shall be of any effect unless explicitly agreed to by the *City* and specifically referred to on the purchase order.
- (g) Any erasures or corrections to a *Tender* must be initialled or noted by the *Bidder* or the *Tender* may be deemed as *Improper* and may not be considered.

- (h) If after reading the *RFT*, your organization does not wish to submit a *Tender*, do not forward the material to another organization. Discard/recycle the material and return a completed "Notice of No Bid".

7. **INQUIRY**

- (a) All inquiries regarding this *RFT* shall be directed, in writing, via fax, or by email to the attention of the Buyer shown on the front of the RFT package and throughout the document.
- (b) Details of the site visit, if applicable, are provided in the Information for Bidders – Summary Sheet provided at the front of this RFT.
- (c) Any inquiries will be responded to in writing. Any clarification shall not alter the *Tender*. Oral arrangements or discussions are not binding and cannot be relied upon.
- (d) If during the period prior to submission of *Tenders*, the *City* determines, in its sole and unfettered discretion, that part of the *Tender* requires formal amendment or clarification, written addenda to this *Tender* will be produced and distributed to all known *Bidders*. In that case, the *Tenders* shall identify the addenda and indicate how they respond to them.
- (e) *Bidders* attempting to contact *City* staff or elected officials other than the contact indicated in this *RFT*, for whatever reason during the *Tender* or evaluation process are advised that such action may result in their disqualification from the process. If consultation is deemed to be necessary by the *City*, a pre-tender meeting of all *Bidders* and *City* staff will be arranged at a location of the *City's* choosing. The *City* reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- (f) No officer, agent or employee of the *City* is authorized to verbally alter any portion of this *RFT*. During the period prior to submission of *Tenders*, any clarification will be issued in the form of written addenda. The *Bidder* shall list and attach any addenda that were considered when the *Tender* was prepared.
- (g) All references to *Bidder* include all staff from the proposing organization as well as all Proponents and Subcontractors that the proposing organization may hire to supply the *Equipment* or *Services*.
- (h) Any questions to interpretation of Specifications or the bid process shall be addressed to the Buyer, in writing, in ample time before the deadline for submissions.

8. **TENDER CONTENT**

Tenders will be deemed complete if they include:

- (a) A completed and executed Bid Submission Form and Pricing Schedule A attached to this *RFT*.
- (b) A completed List of Subcontractors, attached to this *RFT*.
- (c) Reference list, attached to this *RFT*. *Bidders* must provide three appropriate references; listing completed projects of a similar size and nature, including contact names and telephone numbers.
- (d) Key Personnel list, attached to this *RFT*.
- (e) A Bid Deposit (where applicable) as detailed in the Information for Bidders – Summary Sheet found at the front of this RFT.
- (f) An Agreement to Bond (where applicable) or approved equivalent as detailed in the Information for Bidders – Summary Sheet found at the front of this RFT.

- (g) If any of the above information (items (a) through (f) inclusively) is missing or deficient, the *City* reserves the right, in its sole and unfettered discretion, to request written clarification, or, to reject the *Tender* in its entirety.

9. **ACCEPTANCE OF TERMS**

Each *Bidder*, by submitting a *Tender*, represents that the *Bidder* has read, completely understands, and accepts the terms, conditions, and specifications of the *RFT* in full.

10. **NON-EXCLUSIVE**

Bidders should note that any *Contract(s)* awarded as a result of this *RFT* will be non-exclusive. The *City* may, at its sole and unfettered discretion, purchase the same or similar *Equipment* or *Services* from other sources, including but not limited to other *Bidders*, during the term of the *Contract(s)*.

11. **DEFINITIONS**

- (a) ***Alternative*** means a choice of things, each being fully compliant.
- (b) ***Bidders' List*** means a list maintained by the *City* containing the names of firms or individuals who have expressed an interest in receiving notice of opportunities to supply goods or services to the *City* from time to time.
- (c) ***Bidder(s)*** means all persons, partnerships or corporations who respond to this *RFT*, and includes their heirs, successors, and permitted assigns.
- (d) ***City*** means The Corporation of the City of Clarence-Rockland and includes its successors and assigns.
- (e) ***Contract*** means the agreement to be entered into between the *Proponent* and the *City* with respect to the supply of the *Equipment* and *Services*. It shall be based upon this *RFT*, with any agreed upon amendments, and shall also include any plans and specifications and will be held to cover the supply of any and all work, labour, implements and materials that could be reasonably required to properly and satisfactorily supply the *Equipment* or *Services*.
- (f) ***Proponent*** means the *Bidder(s)* whose *Tender(s)* is/are accepted and who has/have agreed to supply the *Equipment* and *Services* as described in the *Tender request*. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, sub-Proponents and suppliers.
- (g) ***Equipment*** means all goods, materials, articles, equipment, software, intellectual property (or any part of them) and vehicles as described in the Specifications attached to this *RFT* as Part C and acquired through the inclusion of such equipment in a schedule to the *Contract* from time to time throughout the term of the *Contract*.
- (h) ***Improper*** means a *Tender* that is not in conformity in some manner with the requirements of this *RFT* but will be reviewed by the *City* to determine whether it may be considered in the evaluation process, in the sole and unfettered discretion of the *City*.
- (i) ***Tender(s)*** means the *Bidder's* submission in response to this *RFT*, including the specifications, directions, specifications, schedules and requirements, together with all documents of any description and agreements made or to be made pertaining to the method of supplying the *Equipment* or *Services* or to the quantities as shown of acceptable materials to be furnished under the *RFT*.
- (j) ***RFT*** means this Request for Tender document, including all schedules, parts and attachments, as issued by the *City*, including any addenda or amendments made to it after initial issue.
- (k) ***Services*** means the services or Equipment as required and described in Section 4, Specifications of this *RFT*.

- (l) **Total Acquisition Cost** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.

12. **INTERPRETATION**

The following rules of interpretation apply:

- (a) The term 'best value' means the most cost efficient and effective manner of supplying the *Equipment or Services* in the sole and unfettered opinion of the *City*.
- (b) Where any mention is made to the masculine gender in any part of this *RFT* or the *Contract*, it shall be interpreted as, and deemed to mean, the masculine or feminine gender. Words in the singular can be interpreted in the plural, and vice versa, as the context allows.
- (c) Each reference to Provincial legislation in this *RFT*, unless otherwise specified, is a reference to the Current Consolidated Statutes of Ontario and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- (d) The words "shall", "will", and "must" used in this *RFT* denote imperative and mean "a requirement having a significant degree of importance to the objective of this *RFT*".
- (e) The words "should" or "may" used in this *RFT* denotes permissive.
- (f) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

13. **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
- iii) The Contract Security shall be kept in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the City

1. ACCEPTANCE

- (a) As soon as practicable after opening the *Tenders*, the *City* will endeavor to act upon them. The acceptance of a *Tender* will be notice in writing signed by a duly authorized representative of the *City*, and no other act of the *City* shall constitute the acceptance of a *Tender*. The placing of a notice of award to a *Bidder* by the *City* in regular mail or courier to the address given in a *Tender* shall constitute formation of the *Contract* and no other form of notice shall be required. Acceptance of a *Tender* by the *City* shall bind the *Proponent* to execute any additional documents as required by the *City* to further evidence or define the *Contract* as may be required in accordance with paragraph h) below.
- (b) The *Contract* shall consist of and have priority in the following order:
- i. the purchase order;
 - ii. the *RFT*;
 - iii. and the *Proponent's Tender*.
- (c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the *City's* purchase order and a term in the chosen *Tender*, the term in the purchase order will prevail to the extent of the discrepancy.
- (d) The *City* may accept any *Tender* in whole or in part, whether the Total Acquisition Cost be the lowest or not, and may reject any or all *Tenders*.
- (e) The *City* reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the *Tender*, and to award *Contracts* to one or more *Bidders*; to accept or reject any *Tender* in whole or in part; to waive irregularities and omissions in the *City's* sole and unfettered discretion, if in so doing, the best interests of the *City* will be served. No liability shall accrue to the *City* for its decision in this regard.
- (f) In addition to the preceding paragraph, the *Bidder*, by submitting a *Tender*, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the *Bidder* in preparing its *Tender* for matters relating to the *Contract* or in respect of the competitive process, and the *Bidder*, by submitting a *Tender*, waives any claim for loss of profits if no contract is made with the *Bidder*.
- (g) Should the *City* receive only one (1) *Tender* on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition or to negotiate the prices/terms offered by the bidder.
- (h) All *Tenders* shall be irrevocable for ninety (90) days following the deadline for submission to allow sufficient time for evaluation of the *Tenders* and for the investigation of the *Bidders*.
- (i) Upon acceptance of a *Tender*, (or any part of it), by the *City*, the successful *Bidder* shall, if requested by the Solicitor for the *City* so to do, execute and enter into an additional formal contract that is satisfactory to the Solicitor of the *City*, to properly secure the *Contract* resulting from the acceptance of a *Tender* (or any part of it) and to embody indemnity and related provisions that in the opinion of the Solicitor are required to protect the *City*.
- (j) Any notice that the *City* may be required or desire to give to the *Bidder* shall for all purposes be deemed to have been sufficiently and properly given if forwarded by regular mail or courier and addressed to the *Bidder* at the address shown for the *Bidder* on its *Tender*. It shall be presumed to have been received by the *Bidder* on the third day following the mailing or the day following registration with the courier.
- (k) No *Tender* shall be accepted from any person or *Bidder* who, has a claim or has instituted a legal proceeding against the *City* or against whom the *City* has a claim or has instituted a

legal proceeding, without the prior approval of City Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this *RFT*.

The placing in the mail or delivery to the address given in the Tender of a notice of award to the Bidder by the City shall constitute formation of the Contract

2. **NEGOTIATION (PRE CONTRACT AWARD)**

In the event that all bids submitted exceed the Owners budget for the project, the Owner may negotiate changes in the scope of work with the Bidder 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 Proponent 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.

3. **BIDDER ELIGIBILITY**

- (a) *Bidders* must meet the *City's* requirements for experience. The *City* will disqualify any *Bidder* who cannot provide the following, when requested by the *City*:
 - i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
 - ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
 - iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources, including Sub-Proponents, to satisfactorily complete the *Contract*.
- (b) The *City* reserves the right to investigate and evaluate the experience, capability, safety, quality, registration and financial position of any *Bidder* prior to an award of a *Contract*. The *City* reserves the right to reject any *Bidder* or *Tender* in its sole discretion, based on the information obtained.
- (c) This *Tender* is made by the *Bidder* without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a *Tender* for the same *Equipment* or *Services*, and is in all respects fair and without collusion or fraud.

4. **INDEMNIFICATION**

- (a) The *Proponent* agrees that it shall continuously save, keep harmless and fully indemnify the *City*, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, suits, demands, proceedings, losses, liabilities, damages, costs and expenses, which may be brought against or made upon the *City* resulting from or arising out of the *Proponent's* performance of or rendering of any *Services* pursuant to the *Contract*.
- (b) The *Proponent* also agrees that it shall continuously save, keep harmless and fully indemnify the *City*, its elected officials, employees and agents and its successors and assigns, against all actions, claims, suits, demands, proceedings, losses, liabilities, damages, costs and expenses, which may be incurred by the *City* resulting from or arising out of the *Proponent's* performance of or rendering of any *Services* pursuant to the *Contract*.
- (c) The *Proponent* shall indemnify the *City* from all claims arising out of unpaid accounts relating to the *Contract*. The *City* shall have the right at any time to require satisfactory evidence that the *Equipment* (or any part of it) in respect of which any payment has been made or is to be made by the *City* is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

The Proponent, 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 Proponents 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;

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

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 Proponent.

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

5. INSURANCE CLAIMS

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

- (a) The Proponent shall retain an independent adjuster who will determine the Proponent'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 Proponent. Copies of such determination of liability shall be forwarded to the City of Clarence-Rockland.
- (b) If the Proponent or the Proponent'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 Proponent was liable will be deducted from monies owing to the Proponent by the City of Clarence-Rockland.

- (c) If a claim is settled to the satisfaction of the Claimant, the Proponent 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 Proponent and The Corporation of the City of Clarence-Rockland, its employees, agents and anyone for whom it is in law responsible.

6. WORKPLACE SAFETY INSURANCE BOARD CERTIFICATE

- (a) A certificate from the Workplace Safety Insurance Board (WSIB) shall be provided prior to the commencement of work indicating all payments by the company to the WSIB in conjunction with the *Contract* have been made, and that the *City* will not be liable to the WSIB for future payments in connection with the *Proponent's* fulfilment of the *Contract*.
- (b) The *Proponent* shall file a "Certificate of Clearance" from the WSIB prior to commencing the *Contract*. Clearance certificates should be renewed every sixty (60) days (minimum) during the term of the *Contract*.
- (c) The *City* shall have the right to retain, out of any monies payable by the *City* to the *Proponent* under this *Contract*, the total amount from time to time outstanding of all damage claims by third parties arising out of this *Contract* which have not been settled by the *Proponent* or its insurers. For the purposes of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained once the claim has been fully investigated by the WSIB.
- (d) Independent operators (single owner/operators) will be considered for these requirements. As such these operators may be exempt from providing a WSIB Certificate of Clearance.
- (e) However, independent operators will be required to submit a letter from WSIB containing the Independent Operator Identification number issued by the Board. As well, in lieu of a WSIB Certificate of Clearance, independent operators must provide proof that they are covered by a long-term disability insurance policy. The *City's* Health and Safety Co-ordinator will review the acceptability of the policy submitted.

7. OCCUPATIONAL HEALTH & SAFETY ACT/ENVIRONMENTAL PROTECTION ACT

- (a) Should the provisions of the Occupational Health and Safety Act, apply to the work to be completed under a *Contract* resulting from this *RFT*, a contravention of the Occupational Health and Safety Act by the *Proponent*, Subcontractors or supplier may be considered a breach of this *Contract*.
- (b) The *Proponent* shall "take every precaution reasonable in the circumstances" for the protection from injury of *City* employees, occupants of the site, the general public and workers.
- (c) The *Proponent* shall provide, erect, and maintain required barricades, warning signs, guard-rails, and light guards in accordance with applicable regulations.
- (d) Except as specified in the *Contract*, the *Proponent* will ensure that no additional signs are erected unless approved by the *City*.
- (e) The *Proponent* shall remove debris, packaging and waste materials frequently, as directed by the *City*. The *Proponent* shall remove from the site and legally dispose of rubbish, waste materials, and any form of hazardous waste (as defined in regulations passed pursuant to the Environmental Protection Act).
- (f) Dust and dirt shall be kept to an acceptable level, as directed by the *City*. The *Proponent* shall cover or wet down dry materials and rubbish to prevent blowing dust and debris.

- (g) While on the premises, all hazardous chemical waste shall be properly identified and stored so as not to pose a safety or health hazard to *City* employees, occupants of the site or the general public.

8. STORAGE AND DISPENSING EQUIPMENT

Where storage and/or dispensing equipment is required for proper handling and storage of delivered *Equipment*, such *Equipment* is provided and owned by the *City*.

9. CHARACTER OF WORKERS

- (a) The reference to "workers" refers to workers of the *Proponent* and its sub-Proponents (if any), and includes Corporate Officers.
- (b) The *Proponent* agrees to employ only orderly, competent, and skilful workers. Whenever the *City* informs the *Proponent* in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the *Proponent* will ensure that the worker in question is removed from the work and shall not be further employed on the *Contract* without the *City's* written consent.

The Proponent, as a representative of the Municipality must treat the public with the utmost respect. The Proponent shall advise the Municipality of all complaints received.

The Municipality will notify the Proponent of any complaints received regarding the unfavourable character or actions of workers in writing. The Municipality will assess the nature of the complaint and determine if corrective measures may be taken, or in the case of severe issues, whether the Contract should be terminated. The Municipality's discretion in this regard is final

10. PROJECT SITE WORKING CONDITIONS

It is the *Bidder's* responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

Details of the site visit, if applicable, are provided in the Information for Bidders – Summary Sheet provided at the front of the RFT. Bidders not attending mandatory site meetings will be disqualified from the bidding process. *Tenders* received from disqualified *Bidders* will be returned unopened.

11. CARE AND HANDLING

- (a) The *Proponent* will assume full responsibility for the safe handling and delivery of materials, in accordance with the Transportation of Dangerous Goods Act the Occupational Health and Safety Act including amendments (WHMIS), and any other municipal, provincial or federal legislation applicable during the term of this *Contract*.
- (b) Prior to commencement of the work the *Proponent* shall provide a list of products controlled under WHMIS which he expects to supply on this *Contract*. The *Proponent* will provide Material Safety Data Sheets (M.S.D.S.) to the *City* prior to *Contract* commencement.
- (c) The *Proponent(s)* shall be aware of and conform to all governing regulations, including those established by the *City*, related to employee health and safety. The *Proponent* shall keep employees and sub-Proponents informed of such regulations. The *Proponent* will be responsible for obtaining Workplace Safety and Health Policy and adhere to the policy, including the dress code for on-the-job safety.

12. PATENTS AND COPYRIGHTS

- (a) The *Proponent* shall, at its sole expense, defend all claims, actions or proceedings against the *City* based on any allegations that the *Equipment* (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the *City* all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the *City* in this regard.

- (b) The *Proponent* shall pay all royalties and patent license fees required for the *Equipment*.
- (c) If the *Equipment* (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the *Proponent* shall either secure for the *City* the right to continue using the *Equipment* or shall, at the *Proponent's* sole expense, replace the infringing *Equipment* with non-infringing *Equipment* or modify it so that the *Equipment* no longer infringes.

13. ERRORS AND OMISSIONS OF THE PROPONENT

Errors, mistakes, or omissions made by the *Proponent*, its agents, employees, or workmen shall be rectified by the *Proponent* at its sole expense.

14. EQUIVALENCIES

- (a) Wherever possible, the *Equipment* or *Services* specified or called for in or under this *RFT* shall be of Canadian origin and manufacture.
- (b) If patented or proprietary goods, material, articles, or equipment are mentioned in this *RFT*, *Tenders* submitted on approved equivalents will be considered, but the mark or brand of them must be specified in the *Tender*.
- (c) The *City* will be the sole and final judge as to whether an alternate product is equivalent or not and this decision will be final and non-reviewable by any court or tribunal.

15. QUANTITIES

- (a) Unless otherwise specified in this *RFT*, quantities shown are approximate and furnished without liability on behalf of the *City*. Quantities are supplied for the guidance of the bidders only and are not to be considered as minimum or maximum quantities.
- (b) Unless otherwise stated, payment will be by the unit complete at the *Tender* price on the actual quantities deemed acceptable by the *City*.

16. TERMS OF PAYMENT

- (a) Unless alternate payment terms are specified in the Specifications attached to this *RFT*, the *City* will accept billing for 100 percent of the actual value of each element of the *Equipment* provided or *Services* performed in each month and accepted by the *City*. Invoices will be payable by the *City* 30 days after they are received. Where required by the Construction Lien Act, appropriate monies may be held back until 45 days after successful provision of the *Equipment* or completion of the *Services*, as the case may be. Holdback releases are dependent upon the *Proponent* completing the Statutory Declaration and placing of an advertisement as required under the Construction Lien Act.
- (b) Payments made by the *City*, including final payment, shall not relieve the *Proponent* from its obligations or liabilities under the *Contract*.
- (c) Vendors must note that payments will be made in accordance with the authorized prices and upset limit (estimate) outlined on the purchase order. No other payments will be made without prior express, written justification to and authorization by Purchasing Services.
- (d) Acceptance by the *Proponent* of the final payment shall constitute a waiver of claims by the *Proponent* against the *City*, except those previously made in writing in accordance with the *Contract* and still unsettled.
- (e) The *City* shall have the right to withhold from any sum otherwise payable to the *Proponent* any amount sufficient to remedy any defect or deficiency in the *Equipment*, pending correction of the deficiencies or any amount sufficient to satisfy any claim the *City* has against the *Proponent* resulting from a previous *Contract*, a legal proceeding or unpaid accounts, including property or business taxes.

17. **INVOICE REQUIREMENTS**

The Proponent 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

18. **DISCOUNT FOR PROMPT PAYMENT**

- (a) Upon receipt of invoice(s) that are in accordance with the price(s) and terms and conditions shown on the purchase order, where discounts for prompt payment have been offered, cheques can be issued within 20 days of receipt of the invoice in Finance and Business Planning Services - Accounts Payable section, (address as shown on the purchase order).
- (b) Bidders are to state the percentage discount for prompt payment offered in the appropriate area of the Bid Form. **DISCOUNTS FOR PAYMENT FOR PERIODS LESS THAN 20 DAYS CANNOT BE CONSIDERED. ALL DISCOUNTS FOR PROMPT PAYMENT SHOWING 20 DAYS OR LONGER WILL BE ACCEPTED AND CALCULATED TO FORM PART OF YOUR TOTAL BID PRICE.** Where no discount for prompt payment has been offered on the bid form, the terms of payment for the invoices will be “Net 30 Days” and invoices processed accordingly.
- (c) Cheques covering payment of invoices offering discounts for prompt payment will be forwarded by regular mail to suppliers to arrive on or before the 20th day following receipt of the invoice in Accounts Payable. However, the City cannot be held responsible for delays beyond its control such as, but not limited to, services provided by Canada Post, lost mail, disruption of postal services, weekends/statutory holidays, etc. It is not possible to make cheques available for pick up by vendors that offer a discount for prompt payment.
- (d) Suppliers are required to clearly indicate/highlight on their invoice the rate of the discount for prompt payment offered, number of days after receipt of the invoice in Accounts Payable that the discount applies and the dollar value of the discount. The rate of discount for prompt payment must be in accordance with that offered at the time of bidding and may not be altered at any time during the contract period.
- (e) In the event that payment cannot be mailed to arrive at the supplier’s office by the 20th day following receipt of the invoice by Accounts Payable (subject to Section (2) above) the invoice will be paid without deducting the discount offered. There will be no penalty or damages applied against the City for discounts not taken.
- (f) Invoices forwarded by the supplier that are not accurate when received by Accounts Payable or require adjustment/revision to comply with the prices, terms and conditions of the purchase order will be considered as complete and received by Accounts Payable only when all required adjustments/revisions have been made.

19. **UNPAID ACCOUNTS**

The *Proponent* must indemnify the *City* from all claims arising out of unpaid accounts relating to the *Equipment* and/or *Services*. The *City* shall have the right at any time to require satisfactory evidence that the *Equipment* in respect of which any payment has been made or is to be made by the *City* is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

20. **CHANGES IN THE EQUIPMENT OR SERVICES**

The *City* may, without invalidating the *Contract*, direct the *Proponent* to make changes to the *Equipment* or *Services*. When a change causes an increase or decrease in the *Equipment* or

Services, the *Contract* price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the *City* and *Proponent*. All changes must be in writing.

21. NON-PERFORMANCE

- (a) The *City* reserves the right to determine, in its sole and unfettered discretion, non-performance of the *Contract*, including the level of quality of *Equipment* or *Services* provided and further reserves the right to cancel any or all of the *Contract* if the *Proponent* fails to correct deficiencies upon thirty (30) days written notice. The *City's* evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- (b) In the event that the *Proponent* fails or neglects to comply with any condition set out in the *Contract*, the *Contract* may be unconditionally cancelled by the *City* without notice.
- (c) The *City* reserves the right to remove from the *Bidders' List* (disqualify), for an indeterminate period (minimum two (2) years), the name of any *Bidder* for breach of the terms and conditions of this *RFT* or for unsatisfactory performance of the *Contract*. This disqualification will apply to the terminated *Proponent* as the *Bidder* or *Proponent* on future quotations, tenders or requests for proposal or as a sub-trade to a *Bidder* or *Proponent* on future competitions (quotations, tenders, or proposals) issued by the *City*. The *City* also reserves the right to publish the names of all disqualified *Proponents* in any future quotation, tender or requests for proposal.

22. PRICING (TERM OF AGREEMENT)

- (a) The *Contract* term and the pricing shall be as shown in the Information for Bidders – Summary Sheet provided at the front of this *RFT*.
- (b) *Bidders* must state a maximum percentage increase for any subsequent years specified for this *Contract* on the Schedule of Prices attached to this *RFT*. Ninety (90) days prior to the anniversary date of the *Contract*, the *Proponent(s)* must provide a written submission of any proposed price increases for the following year of the *Tender* (not to exceed the maximum percentage increase bid on the *Tender* submission). A basis for the proposed price increase must be provided. The *City* will assume that all prices or annual renewal periods will remain unchanged if not advised by the *Proponent* within the frame indicated above. Renewal will be subject to *Proponents* providing revised Certificates of Insurance and WSIB Certificates of Clearance.
- (c) If applicable, the *City* will issue a blanket purchase order to cover its requirements, against which releases will be made directly by various departments or agencies of the *City*.
- (d) It will be the responsibility of the *Proponent* to maintain a suitable stock of materials for prompt delivery when required and to satisfy themselves that individuals releasing and/or picking up material are in fact *City* employees.
- (e) Prices bid must include all incidental costs and the *Bidder* must be satisfied as to the full requirements of the *RFT*. No claims for extra work or *Equipment* or *Services* will be entertained and any additional *Equipment* or *Services* must be authorized in writing prior to commencement. Should the *Bidder* require more information or clarification on any point, it must be obtained prior to the submission of the *Tender*.
- (f) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any *Equipment* or *Services*, prior to delivery or completion of the *Equipment* or *Services*, the appropriate increase or decrease in the price of the *Equipment* or *Services*, shall be made to compensate for the change as of the effective date. As of July 1, 2010, the tax rate changes to the Harmonized Sales Tax (HST) will be implemented. When this occurs, if the Provincial Sales Tax (PST) was included in unit prices, stipulated prices or lump sum portions of the original costs, then the amount of 8% must be backed out of those portions and then the

HST tax will be applied on invoices. Goods and Services Tax (GST) will no longer be shown as a separate line item, but will be included in the HST amount.

Upon effect of the new HST, Companies will be required to show evidence of the PST values which were included in the original bid prices and applied to the Goods/Services but not yet billed to the City. Companies shall provide such evidence to the City upon request and in a form acceptable to the City.

For information regarding the General Transitional Rules for Ontario HST, refer to the Ontario Ministry of Revenue website at www.rev.gov.on.ca

- (g) The *Proponent* shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the *City* harmless in this regard.
- (h) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the *Equipment* or *Services* save and except the Goods and Services Tax and the Provincial Sales Tax, which are extra where applicable.
- (i) The unit price prevails in cases of discrepancies between unit prices and extensions. The *City* will make all necessary corrections to any *Tender* that is in error through addition or extension; the corrected value prevailing, and all *Bidders* shall be bound by such corrections. Where there are obvious errors such as incorrect extensions or misplaced decimals, these will be corrected and all *Bidders* shall be bound by such corrections.

23. UNIT PRICES

Bid prices shall be F.O.B. delivered. Unit prices shall be firm and shall include all federal excise tax, duty, freight and shall be subject to Goods and Services Tax, Provincial Sales Tax or Harmonized Sales Tax, when applicable. Applicable taxes shall be shown in the spaces provided on the Tender form.

24. DISCLOSURE

- (a) Total bid prices will only be made available if provided to City Council in a public report.
- (b) Submissions of *Tenders* as a result of this *RFT* are in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- (c) Release of information contained in the *Tenders* may be requested by anyone under the MFIPPA. Consideration will be given to Proposals that contain either a trade secret or information that if disclosed would result in harm to the *Proponent*. This would include scientific, technical, financial or labour relations information.
- (d) All requests for information must be made in writing and submitted, along with the applicable fee to the *City's* Freedom of Information Officer, City Clerk Services.
- (e) To prevent the release of information the *Bidder* must state that the *Tender* is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

25. 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.

N.B. 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.

26. **WITHDRAWAL OR AMENDING OF TENDERS**

- (a) If, after submission of a *Tender*, a *Bidder* receives an addendum issued by the *City*, **and** the addendum content does **not** alter the original submission of that *Tender*, the *Bidder* shall sign the addendum and deliver it to the *City's* Purchasing Services Branch
- (b) If the *Bidder* submits addenda in accordance with the terms of Item 24(a) above, in an envelope, the envelope should include the following information: *Bidder's* name (or company name under which the original *Tender* was submitted), the appropriate competition document reference, the addendum number, and the closing date.
- (c) If after submission of a *Tender*, a *Bidder* receives an addendum issued by the *City*, and the information contained in the addendum **does** alter the original submission of the *Bidder*, the *Bidder* shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- (d) A *Bidder* who has already submitted a *Tender* may submit a further *Tender* at any time up to the deadline for submission. The last *Tender* received shall supersede and invalidate all *Tenders* previously submitted by that *Bidder* for this *RFT*.
- (e) A *Bidder* who has submitted a *Tender* may request that its *Tender* be withdrawn. (Adjustments or corrections to a *Tender* submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the *City's* Manager of Purchasing by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the *City's* Purchasing By-law. Any request to withdraw a *Tender* must be made by a person having signing authority within the firm involved.

27. **CONTRACT CANCELLATION**

- (a) The *City* shall have the right to cancel any uncompleted or unperformed portion of the *Equipment* or *Services* or part of them. In the event of such cancellation, the *City* and the *Proponent* shall negotiate a settlement.
- (b) The *City* shall not be liable to the *Proponent* for loss of anticipated profit on the cancelled portion or portions of the *Contract*. In the event that the *Proponent* fails or neglects to comply with any condition outlined in the *Contract*, the *Contract* may be unconditionally cancelled by the *City* without notice.

28. **LAWS AND REGULATIONS**

The *Proponent* shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the *Contract* and its performance. The *Proponent* shall be responsible for ensuring similar compliance by its suppliers and Subcontractors. The *Contract* shall be governed and interpreted in accordance with the laws of the Province of Ontario.

29. **ENVIRONMENTAL CONCERNS**

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, the *Proponent* will ensure that wherever possible, specifications are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer

waste and/or recyclable content, without significantly affecting the intended use of the products or services. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

30. DEFAULT BY PROPONENT

- (a) If the *Proponent* commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the *Proponent* makes a general assignment for the benefit of its creditors; then, in any such case, the *City* may, without notice, terminate the *Contract*.
- (b) If the *Proponent* fails to comply with any request, instruction or order of the *City*; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the *Equipment* or *Services*; or fails to prosecute the *Equipment* or *Services* with skill and diligence; or purports to assign or sublet the *Contract* or a portion of it without the *City's* written consent; or refuses to correct defective *Equipment* or *Services*; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the *Contract*; then, in any such case, the *City* may, upon expiration of ten days from the date of written notice to the *Proponent*, terminate the *Contract*.
- (c) Any termination of the *Contract* by the *City*, as mentioned in b) above, shall be without prejudice to any other rights or remedies the *City* may have.
- (d) If the *City* terminates the *Contract*, it is entitled to:
 - i. withhold any further payment to the *Proponent* until the completion of the *Equipment* or *Services* and the expiry of all obligations under the *Contract*; and
 - ii. recover from the *Proponent* any loss, damage and expense incurred by the *City* by reason of the *Proponent's* default (which may be deducted from any monies due or becoming due to the *Proponent*).

31. ELECTRICAL SAFETY AUTHORITY

In accordance with the Electrical Safety Authority (ESA) regulations on the Continuous Safety Services (CSS) Program, all *Proponents* providing services at any City of Clarence-Rockland location involving any degree of electrical connections(s) must:

- (a) Enter all electrical work into a log book (for "routine" work at facilities on the CSS program); and/or
- (b) Apply for and receive a Certificate of Inspection, prior to energizing any electrical work (for "substantial" work at facilities on the CSS program, or any work performed at any City location NOT on the CSS program).

32. ERRORS, OMISSIONS IN THE CITY DOCUMENTS

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 *Bidders*. The information is not guaranteed or warranted to be accurate by the *City*, nor is it necessarily comprehensive or exhaustive.

33. ONTARIANS WITH DISABILITIES ACT, 2001

The Corporation of the City of Clarence-Rockland is committed to proactively addressing accessibility issues and the development of strategic actions to remove, where possible, and prevent barriers to access for people with disabilities.

On September 29, 2003 the City implemented a Corporate Accessibility Plan pursuant to the *Ontarians with Disabilities Act, 2001* requiring, in part, that the City when deciding to purchase

goods or services shall have regard to the accessibility for persons with disabilities to the goods or services.

The City is committed to accessibility principles and to complying with all relevant provincial statutes and regulations enacted thereunder, with particular regard to but not limited to the *Ontarians with Disabilities Act, 2001* and the *Accessibility for Ontarians with Disabilities Act, 2005* as amended from time to time as well as all successor and other accessibility-related legislation.

34. ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE FOR CONTRACTED SERVICES

Ontario's first accessibility standard, Ontario Regulation 429/07, "Accessibility Standards for Customer Service", came into effect on January 1, 2008. The standard states what businesses and other organizations in Ontario, including The Corporation of the City of Clarence-Rockland, must do to make the provision of their goods and services more accessible to people with disabilities. You can review Ontario Regulation 429/07 at www.e-laws.gov.on.ca.

So, pursuant to the requirements of Ontario Regulation 429/07, all employees, agents, volunteers and others who deal with members of the public or other third parties on the City's behalf or who participate in developing the City's policies, practices and procedures governing the provision of goods and services to members of the public or other third parties must receive training about the provision of goods and services to persons with disabilities.

This training must include a review of the purposes of the Act and the requirements of Ontario Regulation 429/07 as well as instruction about the following:

1. How to interact and communicate with persons with various types of disability;
2. How to interact with persons with disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support person;
3. How to use equipment or devices available on the City's premises or otherwise provided by the City that may help with the provision of goods or services to a person with a disability; and
4. What to do if a person with a particular type of disability is having difficulty accessing the City's goods or services.

All successful bidders must ensure compliance with Ontario Regulation 429/07. This means that, as a person or business that deals with the public or other third parties on behalf of the City, you or your business must train all of your employees, agents and volunteers who work on City property or at City facilities. Training must also be provided by you to other employees, i.e. consultants, who participate in developing the City's policies, practices and procedures governing the provision of goods or services to members of the public or other third parties.

This training must be provided by you to each employee, agent or volunteer as soon as possible after he or she is assigned to work on City property or at a City facility. As well, training must be provided on an ongoing basis to ensure compliance with amendments to the legislation.

The City reserves the right to inspect the successful bidder's records of training, which must describe its training policy and summarize the training, including to whom the training has been given and when the training was given. The City also reserves the right to require the Proponent to amend its training policies, practices and procedures if the City deems the training not to be in compliance with the requirements of Ontario Regulation 429/07.

35. DESIGN AND DEVELOPMENT PROHIBITIONS

Suppliers, potential suppliers and consulting firms shall not be requested to expend time, money, or effort, for the design or development of specifications or otherwise help define a requirement beyond the normal level of service expected. Should such extraordinary services be required, the Manager, Purchasing Services will be advised. If there is no alternative but to request such extraordinary services, the firm providing same, shall be compensated at a pre-determined fee. The resulting specifications shall become the property of the City for use in obtaining competitive

bids. Suppliers or Consultants who provide Design Services and/or specifications for work to be tendered or quoted shall not be permitted to submit a bid for said work.

36. TAX ARREARS

Firms/individuals having tax arrears exceeding \$10,000 will not be contracted by the City for any new business. Payments owing to firms/individuals with existing contracts, having tax arrears exceeding \$10,000, will be applied to the outstanding taxes and not forwarded to the firm/individual until all outstanding taxes have been fully paid.

37. 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.

38. 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.

39. 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.

40. 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 initialled 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** initialled by the bidder, or bids with any alterations to the original bid request document.

41. 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.

All prices are F.O.B. destination, freight prepaid to Clarence-Rockland, Ontario unless otherwise specified.

42. 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.

43. 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 Proponent or an executed agreement which has been signed by the City and the successful Proponent.

Consideration for Award shall only be undertaken in relation to Bidders who are determined by the Owner to have satisfied all Bid Requirements.

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

- ii. 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;
- iii. Cancel this Call for Bids at any time, either before or after the Closing Date and Time;
- iv. Accept the Bid deemed most favourable to the interests of the Owner or that may provide the greatest value advantage and benefit to the Owner 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
- v. Accept or reject any and all Bids, whether in whole or in part;
- vi. 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;
- vii. Award any part of any Bid;
- viii. Accept or reject any unbalanced, irregular, or informal Bids; or
- ix. Reject any Bidder who is involved in litigation with The Corporation of the City of Clarence-Rockland.

44. 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.

45. 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.

46. OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) REQUIREMENTS

1.1 The following requirements and conditions shall be included in all agreements with Proponents (and sub-Proponents) engaged by or on behalf of the City:

- 1.1.1 Proponents with known poor safety records or with inadequate qualifications or equipment will not be considered for award;
- 1.1.2 Proponents 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 Proponent 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 Proponent agrees to assume full responsibility for the enforcement of same;
- 1.1.4 the Proponent shall participate in a pre-project 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 Proponent 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 Proponent's health and safety efforts and to ensure that the City-owned and controlled environments in the vicinity of the project are free from hazards;
- 1.1.7 the Proponent acknowledges and agrees that any serious breach or breaches of health and safety requirements, whether by the Proponent or any of its Subcontractors may permit the City to elect to cancel the Contract; and
- 1.1.8 the Proponent 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 Proponent or any of its Subcontractors will entitle the City to set-off the damages so assessed against any monies that the City may from time to time owe the Proponent under the Contract or any other contract whatsoever

1.2 The Proponent 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 Proponent shall ensure that the requirements of the OSHA and associated regulations are complied with.
- 1.4 The Proponent shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- 1.5 The Proponent 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 Proponent 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.

47. TOXIC AND HAZARDOUS SUBSTANCES

If the Successful Proponent 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 Proponent 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.

48. 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.

49. 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.

50. 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 Proponent, or otherwise.

51. GUARANTEED MAINTENANCE AND WARRANTY

Upon completion of the Work, the Proponent 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 Proponent 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 Proponent 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 Proponent's expense.

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.

The Proponent 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.

52. F.O.B. POINT AND DELIVERY REQUIREMENTS

- a) All prices must be tendered F.O.B. DESTINATION – Freight Prepaid. All packaging and freight costs shall be prepaid and borne by Proponent. All Equipment or Vehicles must be floated to the delivery address for any company bidding out of the City boundaries.
- b) 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(s); and
 - ii) the City having certified its acceptance of the Goods, Equipment or Vehicle. The Proponent shall bear full all risks and rewards of ownership of the Good or Equipment while in transit, including, but not necessarily limited to, the administration of any damage claims with the Proponent's contracted delivery agent or carrier.
- c) Tendered pricing shall include the safe unloading or offloading of the Goods or Equipment at the designated delivery location(s).
- d) The Proponent/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.

53. ENVIRONMENTAL SUSTAINABILITY

The City of Clarence-Rockland is committed to preserving the environment and reserves the right to encourage the procurement of supplies and services with due regard to the preservation of the natural environment and to integrate sustainability considerations into product selection so that negative impacts on society and the environment are minimized throughout the full life cycle of the products; suppliers may be selected to supply goods made by methods resulting in the least damage to the environment, and/or to supply goods incorporating recycled materials where practical. Bidders are encouraged to include certified green product alternatives wherever possible with proof of third party certification (i.e. EcoLogo, Green Seal, Energy Star) for each product proposed. It is to be understood that total lifecycle cost analysis may be required to ensure that these supplies and services are financially viable and available at competitive prices.

54. PROPONENT PERFORMANCE

Following substantial Performance, the Contract Administrator will prepare a report on the performance of the General Proponent. The report will rate performance in various categories including: organization, quality of work, public relations, supervisory staff, safety practices, clean up and time for completion. A copy of the completed report will be provided to the Proponent.

Performance ratings will be used by the City in analysing future bids by the Proponent. Copies of the report may be provided to other Owners or their agents.

A Proponent who scores a failing grade (<30) on their Performance Review will not be eligible to have any City Project Awarded to them as either a General Proponent or a Sub Proponent. This suspension period may last for a period up to 3 years from the date of the completion of the Failed Project. Any bid submission made during the suspension period will be returned, unopened to the Proponent.

a) At the outset of a project, the City shall institute a performance evaluation process in all contracts.

b) The performance evaluation shall rate the performance of the Proponent on standard criteria adopted from time to time. The General Proponent shall be responsible for the performance of his Sub Proponents and will be evaluated as such. A copy of the Performance Evaluations and introductory letter shall be provided to the Proponent in advance of the contract, and shall remain constant for the duration of the contract. Performance issues must be noted in writing with a copy to the Proponent and a copy to the departmental project file. Performance issues must also be noted in any site meeting or project meeting minutes.

c) The performance evaluation shall determine whether a Proponent will:

i) be allowed to bid for future contracts with the City of Clarence-Rockland;

ii) be suspended from bidding on any contracts with the City of Clarence-Rockland

d) No bid will be accepted from any Proponent during the term of the suspension. Any bid submitted by the Proponent will be returned, unopened to the address on the bid envelope. If the Proponent is listed as a Sub Proponent on another bid, the City will notify the General Proponent that they will be unable to accept the submitted bid unless another Sub Proponent is identified. It is the suspended Proponent's responsibility to notify any General Proponents of their suspension with the City of Clarence-Rockland.

e) The Proponent may request a debriefing meeting to discuss the evaluation within thirty (30) calendar days following delivery of the evaluation. The request outlining any comments or concerns with the Performance Review rankings should be sent in writing to the Director of Finance and Economic Development for review. Only the comments and rankings of the Proponent Performance Review will be open for discussion. Any changes to the evaluation form and weighing criteria will not be entertained

f) Bids will not be accepted by the Proponent for work in the City of Clarence-Rockland as a General or Sub Proponent during the review process.

g) In reaching a decision, Staff shall be entitled to rely upon the evaluation criteria determined in advance of the project and the results of prior performance evaluations relating to other contracts performed by the same Proponent or consultant.

h) The results of any Performance Evaluation may be disclosed to other Municipalities or government bodies upon request.

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 County has used considerable effort to ensure an accurate representation of information in this RFSO, 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. 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 Proponents 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.

4. 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.

5. 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.

6. 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.

7. CONFLICT OF INTEREST

The Proponent, 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 Proponent acknowledges and agrees that a conflict of interest includes the use of Confidential Information where the Owner has not specifically authorized such use.

The Proponent 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 Subcontractors or Supplier that is directly or indirectly affiliated with or related to the Proponent.

The Proponent 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 Proponent, 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.

8. 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.

9. TERMINATION

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

10. 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.

11. REJECTION

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.

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. 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.

12. VENDOR RESPONSIBILITIES

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.

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.

13. 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.

In providing goods, services or construction to the City, suppliers are expected to adhere to ethical business practices, including:

- a) performing all City contracts in a professional and competent manner and in accordance with the terms and conditions of the contract;
- b) complying with all applicable laws, including safety and labour codes (both domestic and international as may be applicable);
- c) ensuring that fair wages are paid to suppliers' employees; and
- d) providing workplaces that are free from harassment or discrimination of any kind.

14. 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) 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/Proponent shall provide appropriate information and Material Safety Data Sheets, where required, with the shipment
- f) Shall ensure that Proponents, sub-Proponents and all of their employees are trained in W.H.M.I.S.

15. FOLLOW ON CONTRACTS

At the City's discretion, and where applicable, the City reserves the right to enter in follow-on contract(s) with the Successful Bidder for supply of other related or similar Goods, materials or Equipment should there be a requirement and where the supply of such items would require the same levels of expertise and service delivery from the Successful Bidder. Such contracts would either use same unit rates as set out in the Contract or as would be negotiated with the Successful Bidder.

16. VIDEO SURVIELANCE

While on City property visitors, guests, and service providers may be recorded by video surveillance equipment installed throughout the premise. The Personal Information recorded by such equipment is the property of the City and will be collected, stored, and destroyed in accordance with all appropriate provincial and federal laws.

The City of Clarence-Rockland is looking for quotes for fencing to be installed at the municipal landfill site in 2017. The site is located at 2335 Lalonde Rd, in Bourget, and the requested fencing will be done on the frontage of Lalonde Rd.

Among the work to be performed, the Proponent will be expected to:

- Remove existing fencing and gates, where required.
- Install new fencing and gates.
- Dispose of fencing on site, at designated location.

The new fencing shall consist in 1800mm wide zinc-coated galvanized fabric mesh, with a 50mm diamond pattern. An additional 3 strand of barbed wire located above the top rail, matching existing fencing. A top rail matching existing top rail on portions of fencing that are already completed shall be used at the top of all new 1800mm fencing to be installed, including gates. The work is to be performed on 2 different locations along Lalonde Rd. The gates shall consist in 1800mm wide zinc-coated galvanized fabric mesh, with a 50mm diamond pattern and with an additional 3 strand of barbed wire. Exact width of each of the five entrances to be installed is clarified in this document. Individual entrances width can be enlarged if it proves to be less costly to the Proponent, but shall not be smaller. The new chain link fence shall be placed at the same location as the existing agricultural fence, except for the location near Entrance B (snow dump entrance). At this location, the fence shall be installed as per the sketch in this document.

Unless otherwise specified in this document, fencing shall be installed as per the specifications of OPSS 541, as in Appendix C.

The Proponent shall be responsible to locate all underground utilities prior to excavation work. All waste from this project can be disposed of on site, at a location disclosed by the site operator, as long as it is properly sorted as per the operator's instruction.

Location A – Existing Chain Link towards the East (approximately 276.0 meters)

For location A, the chain link fence will be extended starting at the existing east limit of chain link fence, and continued up to 4.0m east of the east building line of the garage located at 2457 Lalonde Rd. There will be three entrances where double gates are to be placed to allow for entrance of vehicles, as shown in Appendix A. Please also note the configuration of the fence approximately 25.0m west of the building at 2457 Lalonde Rd, where along the frontage of the road, the fence will be redirected farther from the road easement. The width of the entrances for this section will be, at the minimum, as follow:

Entrance A (Brazeau garage entrance) : 6.8 meters

Entrance B (snow dump entrance): 8.4 meters

Entrance C (pond entrance): 7.5 meters

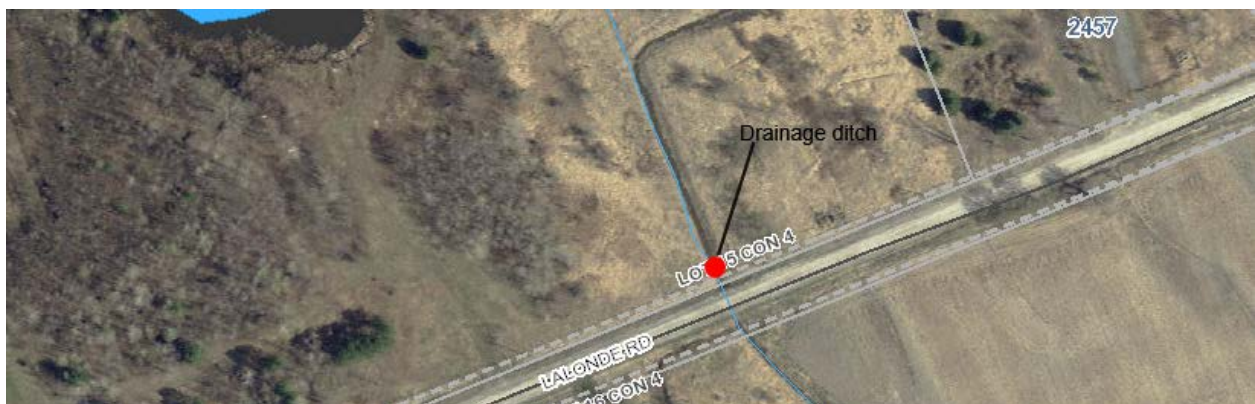
Approximate design of fence for entrance B (Snow Dump entrance)



There is presence of a drainage ditch perpendicular to road frontage. In order to fence over the drainage ditch, Proponent will be expected not to place any posts of fencing below top of berm. Post size shall be adapted at this location to meet industry standards should fencing be left without posts for longer than recommended for typical post size. No fencing or posts shall obstruct possible water flow.

Location of Drainage

Ditch



Location B – West of Landfill Site Entrance (approximately 146 meters)

For Location B, two existing chain link fences west of the landfill site entrance shall be linked with chain link fencing and barbed wire as described in the introduction. There is presence of two entrances along that stretch, and they shall have the following minimum width:

Entrance D (Tower entrance) = 4.4 meters (cannot be larger).

Entrance E (Old landfill site entrance) = 8.2 meters.

A double gate shall be installed for Entrance E, while a single gate shall be installed for entrance D.

Mapping of location B will be provided in Appendix B.

Time

All work is expected to be completed by November 30th 2017. No existing frontage currently fenced with an agricultural type fence shall be left unfenced for a delay exceeding two (2) weeks at any specific location.

Quality of work

Upon final inspection, it is expected that fencing work shall be deemed satisfactory to the City. The following criteria shall be respected:

- Fencing shall not permit anyone that does not take extraordinary measures to cross the fence (exception at the drainage ditch location).
- Fencing installation shall be esthetically conforming to standard industry installation.
- Fencing shall be able to withstand typical weather conditions as well as typical intruder potential, excluding use of tools or motor vehicles.

Appendix A – Location A fencing (Pond entrance to Labelle Rd Easement)



Appendix B – Location B Fencing (Telecommunication tower to old landfill site entrance)



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-INF-2017-013</u>
Bid Description:	<u>Fencing Landfill</u>
Closing Date:	<u>May 19, 2017</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.

_____/100
Prices are in Canadian dollars, and excluding HST (Dollars in Words to be inserted above)

Dollars (\$_____))
(Dollar numbers to be inserted above)

Work will completed by _____.

The Bidder declares that:

- No persons, other than the Bidder, 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 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 City representative.
- 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 "A"

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
		\$	\$
		\$	\$
TOTAL			\$
			/100
<i>Insert Dollars in words above</i>			

Please confirm Best Delivery Date, after receipt of Purchase Order: _____

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 (20) 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.

SUBCONTRACTORS

CONTRACT NUMBER: F18-INF-2017-013

DESCRIPTION: Fencing Landfill

SUBMITTED TO: The Corporation of the City of Clarence-Rockland

I/We, _____
(Company Name)

of _____
(Business Address)

having examined the *RFT* including all information to *Bidders*, general terms and conditions, supplemental terms and conditions (if applicable), specifications, and attachments and appendices as issued by the *City* and including Addenda number ____ to ____ and having visited the Project Site hereby offer to subcontract the following companies/individuals for the *Services* and *Equipment*.

Name of Subcontractors	Phone Number	Contact	Discipline

ANY substitutes or changes in subcontractors **must** be agreed upon and authorized in writing by the *City*.

KEY PERSONNEL

The following is a list of personnel who will actively supervise the work if we are awarded the Contract, with a record of each person's experience, knowledge and ability. It is understood that the Work will be directed by the listed personnel and that no change can be made without the prior written approval of the City.

<u>NAME/TITLE</u>	<u>QUALIFICATIONS/EXPERIENCE</u>

REFERENCE INFORMATION

Bidders are required to provide three (3) references listing contracts similar to the project described in this *RFT* and undertaken within the past three (3) years.

(1) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ E-Mail: _____
Email Address (if available): _____
Number of Years At Location: _____ Value of Contract \$ _____

(2) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ E-Mail: _____
Email Address (if available): _____
Number of Years At Location: _____ Value of Contract \$ _____

(3) NAME (Company/Government Agency) _____
Contract Description _____
Contact Person _____
Phone Number () _____ E-Mail: _____
Email Address (if available): _____
Number of Years At Location: _____ Value of Contract \$ _____

The *City* reserves the right to check additional references and sources to those supplied by the *Proponent*.

NOTE: THIS DOCUMENT MUST BE COMPLETED AND WILL FORM A PART OF THE
SELECTION PROCESS

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

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)