



THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

REQUEST FOR TENDER

**Proposal Number F18-INF-2018-009
(DIESEL FUEL AND GASOLINE)**

Request for Tenders Issued On: 12-Feb-2018

Proposal Submission Deadline: 2:00:00pm on 02-Mar-2018 Local Time in Clarence-Rockland Ontario,
Canada

Deliver to:

The Corporation of the City Clarence-Rockland

1560 Laurier

Client Service Center

Rockland, ON

K4K 1P7



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COMMUNICATIONS

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

Single Point of Contact:

Procurement Officer

Gerald Lalonde

Tel: 613-446-6022, Ext. Ext 2206

E-mail: Glalonde@clarence-rockland.com

All questions relating to this Request for Tender or any clarification with respect to this Proposal should be made in writing. We cannot guarantee a response to any questions received after the deadline detailed in section 1.0 clause 3.0. The City reserves the right to extend the closing deadline if required.

Written answers or clarifications to issues of substance shall be shared with all Proponents and will be issued as part of the Proposal Documents in the form of an Addendum. Replies in any other manner will not be legally binding. All Addenda should be acknowledged on the Bid Submission Form. Addenda will be posted on the City Web Site, Merx.

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

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

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



SECTION 1.0

INSTRUCTIONS TO PROPONENTS

1. ELIGIBILITY TO PARTICIPATE

Open competition.

2. SUBMISSION OF BID

The City discourages overly lengthy and costly proposals. In order for the City to evaluate proposals fairly and completely, Proponents should follow the format set out herein and provide all of the information as requested. Proponents are encouraged to provide further details that may demonstrate the excellence of their proposals.

Proponents are asked to read these instructions and adhere to the format set out below when preparing their proposal. Failure to comply with this requirement may, solely at the City's discretion, result in the Proponent's proposal being disqualified from further consideration.

Proposal should be clearly marked with RFT title and number, closing date and time, the Purchaser's address, Proponent name and contact person.

All copies of the Proponent's proposal should be submitted in a sealed envelope to:

**Gerald (Gerry) Lalonde
Procurement Officer /City Clarence-Rockland
1560 Laurier Street
Rockland, Ontario
K4K1P7
(Client Service Center)**

3. BIDDER'S CHECK LIST

Before submitting your proposal, check the following points:

- 1. Has your proposal been signed? ()
- 2. Have you completed all schedules and prices in the Bid Submission form? ()
- 3. Have you indicated the number of addenda included in the Proposal Price? (if applicable) ()

4. PROPOSAL TIMELINE

| Event | Anticipated Date |
|--|-------------------------|
| Request for Tender issued | 12-Feb-2018 |
| Last Day for submitting e-mail inquiries | 27-Feb-2018 |
| Proposals due from firms | 02-MAR-2018 2:00 |
| Evaluations | April 2018 |

5. CONTRACT TERM

The term of the contract will be (38) months. The contract(s) may be extended at the City's discretion for an additional two (2) one (1)-year terms.

6. GENERAL DESCRIPTION

The City of Clarence-Rockland has a requirement to provide all labour, equipment, and materials to supply and deliver Diesel Fuel and Gasoline, including above ground rental tanks, to the City. The tank rental fee must be considered when providing prices in the BID UNIT PRICE OVER TERMINAL RACK PRICE table in the bid submission form.



SECTION 2.0

STANDARD TERMS & CONDITIONS

7. LATE BIDS

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

8. OPENING OF BIDS

Proponents are advised that there will be a public opening of this RFT. The Purchaser will open Proposals at a time subsequent to the Proposal Submission Deadline. All proponents scoring will be communicated through the City Web page, Merx after the mandatory requirements have been verified.

Time 2:00 PM on 02-Mar-2018
Site: City Hall

9. ADDENDUM / ADDENDA

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

N.B. It is the responsibility of the vendor to check the City Web Site, Merx for any possible addenda.

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

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

10. REJECTION OF BIDS

The City 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 Proponent.

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. Bids submitted to 1560 rue Laurier, 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 proponent.

11. BID IRREGULARITIES

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

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

| <u>Irregularity</u> | <u>Consequence</u> |
|--|---|
| <ul style="list-style-type: none"> • Late Bids | <ul style="list-style-type: none"> • Rejection |
| <ul style="list-style-type: none"> • Bid security not provided or not in the form or amount that is specified (if applicable) | <ul style="list-style-type: none"> • Rejection |
| <ul style="list-style-type: none"> • Bid security not signed by the Proponent or the bonding company (if applicable) | <ul style="list-style-type: none"> • Rejection |



SECTION 2.0

STANDARD TERMS & CONDITIONS

| | |
|---|--|
| <ul style="list-style-type: none"> Bids not completed in ink | <ul style="list-style-type: none"> Rejection |
| <ul style="list-style-type: none"> Signature missing from signature page | <ul style="list-style-type: none"> Rejection |
| <ul style="list-style-type: none"> Qualified Bids (Bids qualified or restricted by an attached or added statement) | <ul style="list-style-type: none"> Rejection, unless allowed for in the Bid Solicitation |
| <ul style="list-style-type: none"> Bids received on documents other than those provided in the request | <ul style="list-style-type: none"> Rejection, unless allowed for in the Bid |
| <ul style="list-style-type: none"> Part Bid (all items not Bid) | <ul style="list-style-type: none"> Rejection, unless allowed for in the Bid |
| <ul style="list-style-type: none"> Failure to attend a mandatory meeting (if applicable) | <ul style="list-style-type: none"> Rejection |
| <ul style="list-style-type: none"> Bids containing errors in extensions, additions, or computations | <ul style="list-style-type: none"> The City has the right to correct mathematical errors |
| <ul style="list-style-type: none"> The City of Clarence-Rockland will not accept Bids containing changes, erasures, overwriting, whiteouts, cross outs, or strikeouts, which are not initialed by the Proponent | <ul style="list-style-type: none"> The Proponent has 48 hours after the close of the Bid to initial these pages, but will not be allowed to make any changes. |
| <ul style="list-style-type: none"> Bids which suggest that the Proponent has made a major mistake in calculations or the Bid | <ul style="list-style-type: none"> Decision will be made on a case by case basis and in consultation with Procurement Services and the Legal Department |
| <ul style="list-style-type: none"> Addenda not acknowledged | <ul style="list-style-type: none"> The Proponent has 48 hours to acknowledge Addenda, but is not allowed to make any changes to their Bids |

12. **BIDS IRREVOCABLE**

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

13. **BID SUBMISSION FORM**

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

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

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

14. **REQUIREMENTS OF BID**

Proponents are required to submit the following with their Bid:

- o Bid Submission form (1 ORIGINAL, 1 COPY)
- o MSDS sheets should be included with your tender submission.

Bid Submission Form

The Proponent's response will consist of a completed "Bid Submission form" with authorizing signatures. The "Bid Submission form" identifies the Proponent, the number of addenda received, and in every respect to that stated in this RFT.

One component for consideration of the responses to this RFT will be the fee structure proposed. Proponents are encouraged to provide any alternative fee structure as may be available to the City.



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All rates proposed in the fee structure will be guaranteed for the duration of the Contract

All prices must be net and firm. The Proponent will be solely responsible for any and all payments and/or deductions required, including those required for Canada Pension Plans, Employment Insurance, Workplace Safety and Insurance Board and Income Tax.

All prices as submitted shall include all costs. No further changes shall be permitted by any Proponent beyond the prices provided in the Bid.

All prices must be quoted in Canadian Funds, inclusive of all applicable duties, taxes, any and all foreseeable costs required for the fulfillment of this contract.

15. **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.

16. **REQUIREMENTS UPON ACCEPTANCE**

Prior to award, the recommended Proponent 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.

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 (WSIB) and Insurance Clearance Certificate

17. **BIDDERS RESPONSIBILITY**

Bidders must examine the delivery conditions, seasonal requirements, and tank storage facilities at all locations listed herein, prior to submission of the tender.

It will be the responsibility of the successful Bidders to make satisfactory arrangements with each City depot concerned re. delivery procedure including the maintenance of a satisfactory reserve of gasoline at all times.



SECTION 2.0

STANDARD TERMS & CONDITIONS

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STANDARD TERMS & CONDITIONS

DEFINITIONS:

- 1) Award is when the contract has been signed by both the vendor and the City or a PO has been issued.
- 2) Bid is a Quote, Proposal or Proposal submitted to the City in response to a Bid Solicitation.
- 3) Bid Irregularity is a defect contained within a response to a Bid Solicitation.
- 4) Bid Solicitation is an invitation for Bids from the City for the purpose of entering into a Contract.
- 5) Black Out Period is the period of time that starts when the Bid Solicitation is issued, and ends at the Award.
- 6) City is the Corporation of the City of Clarence-Rockland.
- 7) Compliant means the response to the Bid Solicitation conforms to the mandatory requirements contained in the Bid Solicitation.
- 8) Conflict of Interest
 - a) is defined as a situation or circumstances, real or perceived that could give a Proponent or potential Proponent an unfair advantage during a Competitive Procurement Process or compromise the ability of a Proponent to perform its obligations under their Contract.
 - b) is a situation when City employee or a member of their family has a direct financial interest in a contract or proposed contract with the City, and where the City employee could directly influence the decision made in the course of performing their job duties, and also where they could indirectly influence the decision through exerting personal influence over the decision-makers.
- 9) Contract is a binding agreement between two or more legal entities, awarded under this Procurement Bylaw.
- 10) Proponent is any legal entity to which a Contract is awarded.
- 11) Council is the City Council of the Corporation of the City of Clarence-Rockland.
- 12) Litigation (Pending) is whereby a potential claimant has demonstrated or manifested an intention to assert a possible claim.
- 13) Procurement Services means the section of the Finance Department that is responsible for the Procurement of Goods and/ or Services for the City.
- 14) Purchase Order means:
 - a) a written confirmation of the Procurement of Goods and / or Services at a specific cost and required for any Procurement of Goods and / or Services greater than \$25,000;
 - b) may be used as the City's Contract with the



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STANDARD TERMS & CONDITIONS

Vendor to formalize all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.

- 15) Proposal is a submission received in response to a Request for Tender.
- 16) Vendor is a supplier / seller of Goods and/or Services.



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STANDARD TERMS & CONDITIONS

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. **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 Proponent, and shall be used as the basis for comparison of bid submissions.

3. **OWNERSHIP OF SUBMISSION MATERIAL**

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

4. **INCURRED COST**

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

5. **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.

6. **ABILITY AND EXPERIENCE OF PROPONENTS**

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

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

7. **INSURANCE/INDEMNIFICATION**

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:

The Contractor shall provide and maintain during the term of the Contract Commercial General Liability insurance acceptable to the City and subject to limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Commercial General Liability insurance shall include coverage for:

- premises and operations liability
- products or completed operations liability
- blanket contractual liability
- cross liability
- contingent employers liability
- personal injury liability



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- owner's and contractor's protective coverage
- liability with respect to non-owned licensed motor vehicles.

The Commercial General Liability insurance policy shall be in the name of the Contractor and shall name the City of Clarence-Rockland, as an additional insured thereunder.

The Commercial General Liability insurance policy shall preclude subrogation claims by the Insurer against anyone insured thereunder.

The Contractor shall provide and maintain during the term of the Contract liability insurance in respect to owned licensed Motor Vehicles subject to a limit not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

Environmental Impairment Liability

The contractor shall effect and maintain Environmental Impairment Liability with a limit of not less than \$5,000,000. Per Incident /Annual Aggregate. Coverage shall cover on a Gradual and Sudden & Accidental basis and include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is written on a 'claims made' basis, such insurance shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement. Coverage shall extend to include non-owned disposal site.

The Policies shown above shall not be cancelled unless the Insurer notifies the Corporation of the City of Clarence Rockland in writing at least thirty (30) days prior to the effective date of Cancellation.

The insurance policy will be in a form and with a company licensed to conduct business in Ontario which is, in all respects, acceptable to the Corporation of the City of Clarence Rockland.

The contractor shall be solely responsible for all deductibles listed under the above noted policies and such deductibles shall not be the responsibility of the City. The contractor is permitted to self-insured physical damage to their own equipment / vehicles and the City will not bear any responsibility for damage to the equipment/vehicles. The liability insurance policies shall contain an endorsement to provide all named Insureds and additional Insureds with prior notice of cancellation or of a material change that would diminish coverage. Such endorsement shall be in the following form:

"It is understood and agreed that such insurance policies shall contain an endorsement to provide the named insureds and additional insureds with (30) days prior written notice of cancellation or of a material change that would diminish coverage."

Evidence of insurance satisfactory to the City shall be provided prior to the commencement of work.

The Contractor shall indemnify and save harmless the City, from any and all claims, demands, causes of action, loss, costs or damages that the City may suffer, incur or be liable for, resulting from the negligence or performance of the Contractor of his obligations under this Contract.

The Contractor shall provide, maintain and pay for Environmental Impairment Liability insurance which shall have limits of not less than \$5,000,000.00 inclusive per occurrence. Coverage shall include bodily injury and property damage with associated financial losses and coverage must extend to the disposal site. Coverage also must include any material professional error, act or omission arising out of the scope of service of this tender

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.



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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.

8. **DEFAULT**

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

If a Proponent commits a default of the obligations provided in this RFT, the City may:

- a) Reduce payment on the accounts rendered to an amount that the City deems appropriate for the quality and amount of work conducted professionally by the firm; and/or
- b) Terminate the agreement with the Proponent.

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 withhold any payment due to the Proponent hereunder until the Proponent has remedied its failure;
- b) 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
- c) 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 PROPONENTS**

At the discretion of Procurement Services, any Proponent 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. **VENDOR RESPONSIBILITIES**

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

12. **CONTRACT AND VENDOR REQUIREMENTS**

The vendor hereby covenants and agrees that if their Proposal 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.



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- 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.,

13. 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.

14. PAYMENT TERMS

Net 45 days after receipt of invoice. No other terms of payment will be accepted whether stated / implied without written approval. Payment may be delayed if the goods and / or services are not acceptable to the Corporation.

All invoices must clearly identify the following elements separately;

- Rack price
- Plus or minus contractor price.
- Provincial tax
- Federal tax
- Carbon tax

Invoices shall be E-mailed to AP@clarence-Rockland

15. FORCE MAJEURE

A party hereto shall not be responsible for failures in performance due to Force Majeure.

"Force Majeure" means any circumstance or act beyond the reasonable control of a party to this Agreement claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotion, fire, flood, tidal wave, earthquake, epidemic, quarantine restriction, a stop-work order or injunction, issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:

- the negligence or wilful misconduct of the party claiming Force Majeure or those for whom it is responsible at law;
- any act or omission by the party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement;
- lack or insufficiency of funds or failure to make payment of monies or provide required security; provided further that, in the case of an event of Force Majeure affecting the Proponent, the Proponent notifies the City as soon as possible and in any event within five (5) Business Days following the date upon which the Proponent first becomes aware (or should have been aware, using all reasonable due diligence) of such event so that the City may verify same.

In any such event, Proponents agreement and the price and schedule referred to herein shall be equitably adjusted based on the actual work authorized and performed satisfactorily, and the rates agreed to in the Agreement.

16. CONFLICT OF INTREST

- (a) The Proponent is required to disclose to the City, prior to accepting this assignment any potential conflict of interest.
- (b) If a conflict of interest exists, the City may, in their discretion, either withhold this assignment from the Proponent until the matter is resolved to the satisfaction of the City, or award the



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STANDARD TERMS & CONDITIONS

assignment to another Proponent.

- (c) The Proponent acknowledges and agrees that he/she/it shall not act, work or provide services, directly or indirectly, for, or to, another person, or persons, partnership, corporation, association or organization whose interests are in any way adverse, or contrary (in the opinion of the City of Clarence-Rockland), to those of the City of Clarence-Rockland with regard to the project for which the Proponent was retained by the City. In the event of a breach of this obligation by the Proponent he/she/it shall be responsible for all costs incurred or suffered by the City, including legal costs on a solicitor and client basis.

17. **MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

The City is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990,c.M.56, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the City in response to this RFT may be available to the public unless the party submitting the information requests that it be treated as confidential.

All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding the Proponents request to keep the information confidential.

18. **TIME**

The Proponent shall perform the Services expeditiously to meet the requirements of the City and shall complete any portion or portions of the Services in such order as the City may require.

19. **THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITY ACT, 2005 (AODA)**

The City of Clarence-Rockland is committed to providing equal treatment to people with disabilities with respect to the use and benefit of City services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public. All Proponents with the City must comply with all laws applicable to the performance of the work.

Effective 1 January 2010, third party Proponents who deal with the public or other third parties on behalf of the City, as well as Proponents who participate in developing City policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must conform with the Accessibility Standards for Customer Service, O. Reg. 429/07 (Appendix A), under *The Accessibility for Ontarians With Disabilities Act, 2005 (AODA)*.

Proponents shall ensure that training records are maintained, including dates when training is provided, the number of employees who received training and individual training records. Proponents are required to ensure that this information will be made available, if requested by the City.

20. **TERM OF COUNCIL**

Where a contract may extend beyond the term of Council, the contract shall contain provisions to minimize the financial liability of the City should the subsequent Council not approve sufficient funds to complete the contract and the contract must be terminated by the City.



SECTION 3.0

GENERAL REQUIREMENTS

1. WORKPLACE SAFETY AND INSURANCE BOARD

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

2. RIGHTS RESERVED BY THE CITY

The City reserves the right to accept or reject any or all proposals and/or to reissue the RFT in its original or revised form. The lowest cost proposal will not necessarily be accepted and the City reserves the right to determine in its own mind the Proponent(s) best qualified to undertake this project. The City further reserves the right to cancel this RFT at any time, without any penalty or cost to the City.

The City is not liable for any costs incurred by interested parties in the preparation of their response to this request or selection of interviews. Furthermore, the City shall not be responsible for any liabilities, costs, express loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City of any response, or by reason of any delay in the acceptance of the response.

The City reserves the right to modify any and all requirements stated in the RFT at any time prior to the possible awarding of the contract.

3. COMPLIANCE WITH LAWS

The successful Proponent will be required to comply with all federal, provincial and municipal laws and regulations in performing its obligations under any contract including, without limitation, the Accessibility for Ontarians with Disabilities Act, 2005, Municipal Freedom of Information and Protection of Privacy Act, Occupational Health and Safety Act and the Workplace Safety and Insurance Act, 1997 or any successor legislation applicable, and to provide to the City, upon request, periodic reports confirming such compliance.

Bidders should note that, where the provisions of the Province of Ontario's Occupational Health and Safety Act, R.S.O. 1990, c. O.1, as amended, and Regulations there under apply to the services to be provided under a Contract resulting from this Request for Tender, all of the responsibilities and obligations imposed upon the "constructor" under this Act must be assumed by the bidder. All costs for services/materials required to fulfil these obligations shall be included in the Contract price quoted. Should the Municipality become aware of any violations of this Act and Regulations, a notification will be made to the appropriate authorities. Where so warranted work could be suspended or indeed terminated without cost to the Municipality.

The Contractor shall fulfil all of its obligations in compliance with the Occupational Health and Safety Act, and further agrees to take responsibility for any health and safety violation that may occur. Furthermore, if the Municipality (or any of its council members or employees) shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the said Act arising out of this contract, the Contractor shall indemnify and save harmless the Municipality from any and all charges, fines, penalties, and costs that may be incurred or paid by the Municipality.

4. GENERAL

This proposal, including these terms and conditions, forms the entire contract between the parties, and no variations thereof, irrespective of the wording of the Bidder's acceptance will be effective unless specifically agreed to in writing.

5. PRICING

We are requesting firm prices for the term of the contract noted on the bid submission form. If you are unable to bid on this basis, please detail your pricing policy and include it with your proposal.



SECTION 3.0

GENERAL REQUIREMENTS

6. **INCOMPLETE BIDS**

Partial bids or incomplete bids will not be given the same consideration that complete or near complete bids will receive. The City will evaluate all bids and select the one which represents the lowest ultimate cost for an acceptable product for the term of the contract.

7. **MATERIAL SAFETY DATA SHEETS**

All products shipped must in compliance with applicable laws and regulations regarding classification, packaging, shipping and handling. Bidders must submit Material Safety Sheets (MSDS) for each product listed herein.

8. **LIABILITIES**

The contractor, in delivering gasoline/diesel fuel under the contract, shall protect property so that no damage is done. In the event damage does occur, the contractor shall make good the same to the satisfaction of the City. Should the Contractor fail to make good the damage, the City may have the damage repaired and deduct the cost of same from monies then or thereafter owing the contractor.

9. **WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)**

It is the responsibility of all suppliers, in compliance with WHMIS legislation, to clearly identify on all shipping documents whether the commodity is/is not a WHMIS classified product.

All controlled products classified under WHMIS legislation must bear a WHMIS supplier label in accordance with the regulatory requirements. Any classified product (and its containers) that is unlabeled in the foregoing manner will not be received by the City of Clarence-Rockland.

It is the responsibility of all suppliers, in compliance with WHMIS legislation to provide, by shipment/destination/batch, a current Material Safety Data Sheet to City users of those controlled products. MSDS sheets should be included with your tender submission.

Where a controlled/classified product is shipped to the City of Clarence-Rockland without proper WHMIS labelling or MSDS sheets the City retains the right to return such products to the supplier, at the supplier's expense.

10. **SAFETY REGULATION**

This specified equipment and installation shall comply with all current and applicable municipal, provincial, and federal safety regulations, codes, standards, and certifications as they pertain to this type of equipment/service including but not limited to CSA, ULC.

11. **MATERIAL HANDLING AND HOISTING**

The Contractor is responsible for all material handling and hoisting applicable to the performance of this Contract at no cost to the City.

12. **ENTIRE AGREEMENT**

The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.

13. **SUBCONTRACTING**

Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the City in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier.



SECTION 3.0

GENERAL REQUIREMENTS

Notwithstanding the above, the Contractor may, without prior consent of the City, subcontract such portions of the Work as is customary in the carrying out of similar contracts.

In any Subcontract, the Contractor shall, unless the City otherwise consents in writing ensure that the subcontractor is bound by terms and conditions of the Contract.

14. **PROPONENT'S INSOLVENCY**

The purchase may be terminated, at the City's option, effective upon written notice to the Proponent in the event that: Proponent files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed, or any proceeding is demanded for, by or against the Proponent under any provision of the Federal Bankruptcy Act, as amended or any applicable Provincial Law.

**1. SCOPE OF WORK**

The City of Clarence-Rockland has a requirement to provide all labour, equipment, and materials to supply and deliver Diesel Fuel and Gasoline, including above ground rental tanks, to the City of Clarence-Rockland, in accordance with the attached specifications.

PRODUCT "A" DIESEL FUEL, CLEAR, LOW SULPHUR NO. 2
TOTAL ESTIMATED ANNUAL QUANTITY: 100000- Litres
SPECIFICATIONS FOR DIESEL FUEL, CLEAR, LOW SULPHUR NO. 2
Product must meet all current municipal, provincial and federal standards for Automotive Low Sulphur Diesel Fuel.

PRODUCT "B" DIESEL FUEL, COLOURED, REGULAR SULPHUR NO. 2
TOTAL ESTIMATED ANNUAL QUANTITY: 112000- Litres
SPECIFICATIONS FOR DIESEL FUEL, COLOURED, AND REGULAR SULPHUR NO. 2
Product must meet all current municipal, provincial and federal Standards for Regular Sulphur Diesel Fuel.

PRODUCT "C" GASOLINE – SUPER/PREMIUM UNLEADED
TOTAL ESTIMATED ANNUAL QUANTITY: 87000- Litres
SPECIFICATIONS FOR GASOLINE – SUPER/PREMIUM UNLEADED

Gasoline shall conform to National Standard of Canada, CAN/C.G.S.B. 3.5 M99, and Grade 3 Automotive Gasoline. The gasoline shall also contain the additive package that is formulated for a "Keep Clean" level of detergency for control of deposits in electronic fuel injectors. Suppliers may be asked to provide this level of performance through demonstration by actual vehicle or engine test data.

Tenders received from independent agencies will only be considered if their return tender documents include a letter from a recognized major oil company, e.g. Esso, Petro Canada, Shell, Sunoco, etc., guaranteeing a source of supply for the period of this contract. A confirmation letter from an Oil Broker, Agent, etc., will not be accepted.

Where approximate or estimated quantities are indicated in the Request for Tender document, it is for the sole purpose of comparing tenders only. While these quantities have been carefully prepared in light of past experience and anticipated future requirements, the City is not bound to accept these quantities.

Bid prices for fuel MUST include all taxes where applicable, except H.S.T., which shall be shown separately.

The official company analysis, signed by a properly accredited analyst, with date of analysis, or the number of individual tests of which the dates given are an average.

The City reserves the right to take samples and have an independent analysis and tests made of any gasoline/diesel fuel delivered. Serious discrepancies between such tests and the typical analysis submitted with the tender will be cause for cancellation of the contract.

(It shall be the responsibility of the contractor to remove from the storage tanks and to replace to the satisfaction of the participating agencies any gasoline/diesel fuel which does not in every way meet the specifications contained herein. This applies equally to any water, sediment, or other deleterious material delivered with or contained in the gasoline delivered.

2. ABOVE GROUND TANKS

Above Ground Tanks:

The successful bidder agrees to supply storage equipment (above ground tanks complete with dispensing pumps) for the duration of this contract (City of Clarence-Rockland will be responsible for electric hook up, concrete pads and protective bollards/curbs): All maintenance and repairs associated with the pumps and meters are the responsibility of the Bidder. Hooks for pump lever must be supplied.



SECTION 4.0

SPECIFICATIONS

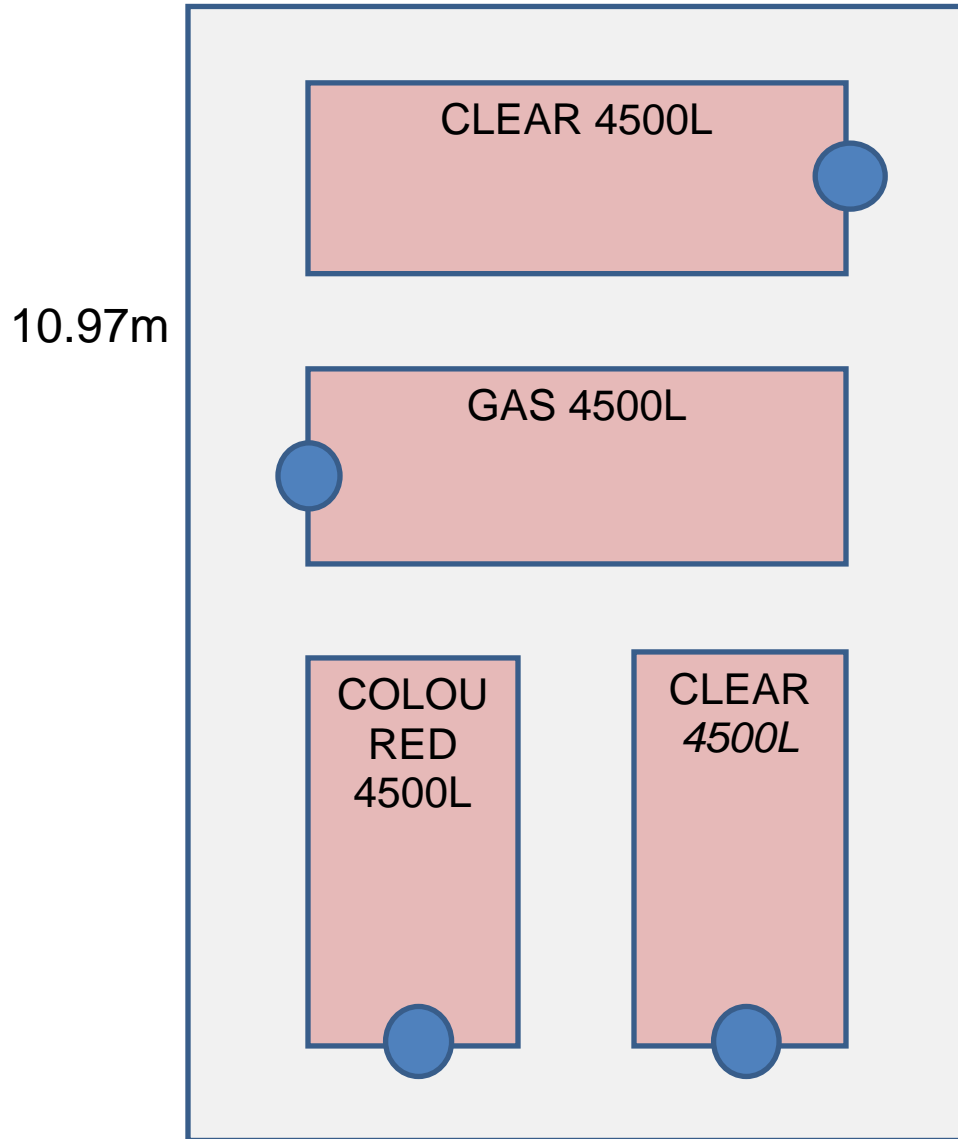
417 Lemay, Clarence Municipal Garage, Clarence-Creek

- Minimum 13,500 litres Clear Diesel Fuel
- Minimum 4,500 litres Colour Diesel Fuel
- Minimum 2,275 litres Gasoline

Community Services Garage on 2815 Chamberland, Rockland

- Minimum 2,275 litres Colour Diesel Fuel
- Minimum 2,275 litres Gasoline

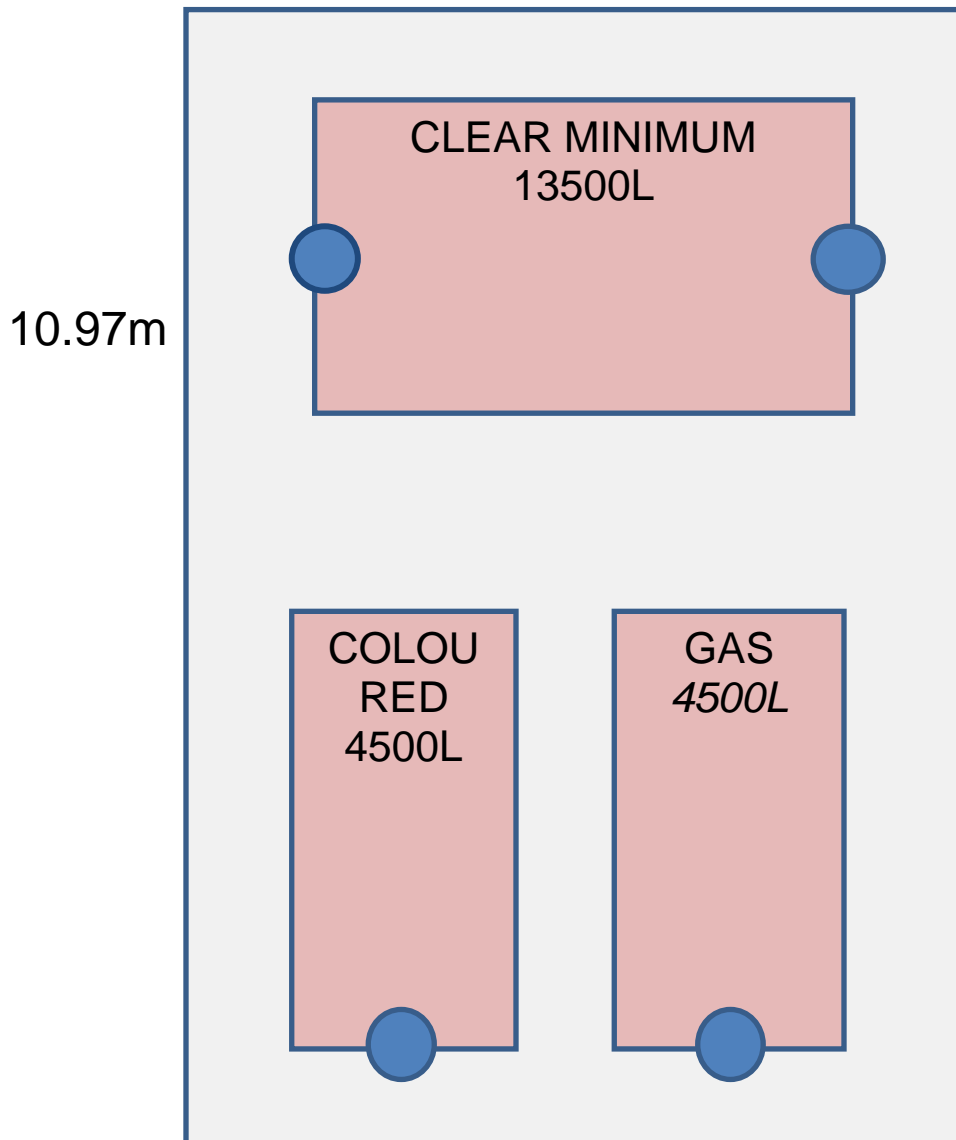
EXISTING FUEL TANKS LAYOUT



Legend: ● = Fuel nozzle

6.4m

PROPOSED FUEL TANKS LAYOUT



Legend: ● = Fuel nozzle 6.4m

New layout to remain on existing concrete pad



The Municipal Landfill Site has a Bomag (500L max capacity), Tandem (2) reservoirs 155 L & Front End Loader (150L max capacity) which will require deliveries (3) times a week. The deliveries shall be on Monday, Wednesday and Friday between 8:00 a.m. and noon. The delivery address is 2335 Lalonde. (No tanks are permitted on the site) A liquidated damage penalty of \$150 per event will be applied when a delivery is not made within these time frames.

3. PERMITS, FEES AND CERTIFICATES

The Proponent shall give all necessary notices, obtain all necessary permits, pay all fees and furnish all necessary certificates as evidence that all work, as installed, conforms to the laws of all governing authorities before the final Certificate of Payment is issued by the City. All changes and alterations required by an authorized inspector of any authority having jurisdiction should be carried out without charge to the City.

4. CLEANING AND COMPLETION

The Proponent shall keep the site free from accumulation of dirt, and excess materials at all times and remove same upon completion of contract. The Proponent shall clean all areas fouled by the Proponent. If not, the said site shall be cleaned by others and the cost of such cleaning will be deducted from monies owed to the Proponent.

7. PROTECTION OF EXISTING STRUCTURES

The Proponent shall be informed of, and protect all existing services, structures and vehicles, to the satisfaction of the City's Representative. Any damage shall be repaired and/or replaced by the Proponent, at their own expense, to the satisfaction of the City.

8. DECLARED EMERGENCY

In case of declared state of emergency by the City of Clarence-Rockland, the Province or the Federal Government, by signing this tender, the bidder guarantees that he can supply an additional 15,000 litres of clear diesel per month should if required.

9. LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that in case where the level of fuel is insufficient to conduct operations City staff will be authorized to procure fuel at retail price and the contractor will reimburse the City the difference of the rack price plus taxes versus the retail price. The City may deduct any amount under this paragraph from any monies that may be due or payable to the Contractor on any account whatsoever. The Liquidated Damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternative that may be available to the City.



SECTION 6.0

BID SUBMISSION FORMS

BID SUBMISSION FORM

Bid Number: F18-INF-2018-001
Bid Description: **DIESEL FUEL AND GASOLINE**
Closing Date: Mar 02, 2018
Time: 2:00 p.m. Local Time

Submitted To: Corporation of the City of Clarence-Rockland
1560 rue Laurier
Client Service Center
Rockland, ON
K4K 1P7

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:

The Proponent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, "None":

Date of Earliest Commencement of Work upon award _____

We certify that:

1. The party executing this document is authorized to sign the same.
2. To the best of my/our knowledge and belief the information provided in our bid submission is correct.
3. Except as expressly and specifically permitted in the instructions to Proponents, we shall not have any claim for any compensation of any kind whatsoever, as a result of participating in this bid, and by submitting a bid we shall be deemed to have agreed that we have no such claim.
4. To the best of my/our knowledge and belief our bid submission is made without any connection, comparison of figures or arrangement with or knowledge of any other corporation, firm or person submitting a bid for the same work and is in all respects fair and without collusion or fraud.
5. To the best of my/our knowledge and belief no member of the Council and no officer or employee of the Corporation of the City of Clarence-Rockland is, will be, or has, become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in, or in the performance of the contract, or in the supplies, work, or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived therefrom.
6. My/Our bid submission will remain open for acceptance for a period of 120 (one hundred and twenty) calendar days after opening of the bids and the Corporation of the City of Clarence-Rockland may at any time within this period accept our bid submission.
7. to the best of my/our knowledge and belief there is not nor was there any actual or perceived unfair advantage or conflict of interest in our bid submission.



| DESCRIPTION | ESTIMATED AMOUNT / LITRES | BID UNIT PRICE OVER TERMINAL RACK PRICE (EXCLUDING HST) |
|-------------------|---------------------------|---|
| Colored Diesel | 112,000 | |
| Clear Diesel Fuel | 100,000 | |
| Super Gasoline | 87,000 | |

The name or trade brand name of the gasoline/diesel fuel offered: _____

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.

Bids must be for complete service as specified. The City shall recognize industry-wide regional price increases with discount bid to be applied to revised prices and also anticipate credit for industry-wide price decreases. Tendered unit prices are to be on a cost plus basis. Unit price tenders are to be submitted for the bidders cost (freight and handling) plus profit cut over the terminal rack price for the Ottawa area on the day of delivery to garage or landfill site.

All prices must be quoted F.O.B. DESTINATION.

| Service Call Guidelines | Week Days 7 a.m. to 5 p.m. | | Evenings & Nights (5.01 p.m. to 6.59 a.m.) & Weekends | |
|--|-------------------------------|---------|---|---------|
| | minutes | minutes | minutes | minutes |
| Service Acknowledgement Response: <i>specify the actual response time once a City Representative places a service call to your company</i> | minutes | minutes | minutes | minutes |
| Service On Site Response: <i>specify the actual 'on site' response time from the point a service acknowledgement is received by the City Representative</i> | minutes | minutes | minutes | minutes |
| State the main telephone number: | () | | | |
| State the main cell phone number: | () | | | |
| State the main pager number: | () | | | |
| State the main email address: | | | | |
| Is email monitored? | | | yes | no |
| Can email be used to make contact for service and to receive quotations? | | | yes | no |

Signed and submitted for and on behalf of:

Company Name

Address

City

Postal Code

Proposal Number F18-INF-2018-001
(DIESEL FUEL AND GASOLINE)



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 45)

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



COURTESY LABEL

From:

**BID SUBMISSION – F18-INF-2018-009
(DIESEL FUEL AND GASOLINE)**

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

1560 rue Laurier Street

Client Service Center

ROCKLAND, ONTARIO, K4K 1P7

CLOSING DEADLINE – no later than 2:00 P.M., 02-MAR-2018