



# Clarence-Rockland

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

**REQUEST FOR TENDER**

**Tender Number**

**F18-INF-2018-009**

**Loader**

Request for Tenders Issued On: 20-Feb-2018

Tender Submission Deadline: 2:00:00pm on 13-MAR-2018 Local Time in Clarence-Rockland Ontario, Canada

**Deliver to:**

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

# TABLE OF CONTENTS

**COMMUNICATIONS.....4**



**Clarence-Rockland .....5**

**SECTION 1.0 INSTRUCTIONS TO CONTRACTORS .....5**

- 1. ELIGIBILITY TO PARTICIPATE..... 5
- 2. TENDER TIMELINE ..... 5
- 3. SUBMISSION OF BID ..... 5
- 4. GENERAL DESCRIPTION ..... 5
- 5. LATE BIDS ..... 6
- 6. OPENING OF BIDS..... 6
- 7. WITHDRAWAL OF BIDS..... 6
- 8. ADDENDUM / ADDENDA..... 6
- 9. REJECTION OF BIDS ..... 7
- 10. BID IRREGULARITIES..... 7
- 11. BIDS IRREVOCABLE..... 8
- 12. BID SUBMISSION FORM ..... 8
- 13. PRICING ..... 8
- 14. F.O.B. POINT..... 9
- 15. BASIS OF AWARD ..... 9
- 16. UNBALANCED SUBMISSION AND DISCREPANCIES ..... 10
- 17. AWARD ..... 10
- 18. EVALUATION OF BIDS..... 11
- 19. DEBRIEFING..... 12
- 20. VERIFICATION OF SAFETY PERFORMANCE ..... 12
- 21. CONTRACTOR PROFILE..... 12
- 22. REQUIREMENTS UPON ACCEPTANCE ..... 12
- 23. CONTRACTORS INVOLVED IN LITIGATION WITH THE CITY OF CLARENCE-ROCKLAND..... 13
- 24. TRAINING REQUIRED ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ..... 13
- 25. NEGOTIATION (PRE CONTRACT AWARD)..... 13**
- 26. CHARACTER OF WORKERS..... 14**
- 27. CONTRACT CANCELLATION ..... 14**
- 28. PUBLIC RELATIONS ..... 14**

**SECTION 2.0 STANDARD TERMS & CONDITIONS .....15**

- 1. CITY NOT BOUND ..... 17
- 2. ERRORS AND OMISSIONS/ MATHEMATICAL ERRORS (UNIT PRICES PREVAIL) ..... 17
- 3. OWNERSHIP OF SUBMISSION MATERIAL ..... 17
- 4. INCURRED COST ..... 17
- 5. CONTRACT TERM ..... 17
- 6. TAXES AND DUTY..... 17
- 7. GOVERNING LAW ..... 18
- 8. COPYRIGHT ..... 18
- 9. ABILITY AND EXPERIENCE OF CONTRACTORS ..... 18
- 10. FREEDOM OF INFORMATION ..... 18
- 11. WORKPLACE SAFETY AND INSURANCE BOARD ..... 19
- 12. INSURANCE/INDEMNIFICATION ..... 19
- 13. INSURANCE CLAIMS ..... 20
- 14. DEFAULT ..... 21
- 15. TERMINATION ..... 21
- 16. SUSPENSION OF CONTRACTORS ..... 21
- 17. INSPECTION..... 22
- 18. ACCEPTANCE OF UNITS ..... 22

19.	REJECTION .....	22
20.	VENDOR RESPONSIBILITIES .....	22
21.	SUPPLIER'S CONDUCT AND CONFLICTS OF INTEREST .....	23
22.	CONTRACT AND VENDOR REQUIREMENTS .....	23
23.	INVOICE REQUIREMENTS .....	24
24.	PAYMENT TERMS .....	24
25.	BLACKOUT PERIOD .....	24
26.	NO LOBBYING .....	24
<b>SECTION 3.0 GENERAL REQUIREMENTS .....</b>		<b>26</b>
1.	OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) REQUIREMENTS .....	26
2.	TOXIC AND HAZARDOUS SUBSTANCES .....	27
3.	LICENCES AND PERMITS .....	27
4.	EVIDENCE OF QUALITY .....	27
5.	LABOUR DISPUTES .....	27
6.	GUARANTEED MAINTENANCE AND WARRANTY .....	28
7.	BRAND NAME OR EQUIVALENT .....	28
8.	ENVIRONMENTAL SUSTAINABILITY .....	29
<b>SECTION 4.0 SPECIFICATIONS .....</b>		<b>30</b>
<b>SECTION 5.0 SPECIAL PROVISIONS .....</b>		<b>34</b>
<b>SECTION 6.0 BID SUBMISSION FORMS .....</b>		<b>35</b>
	PRICING SCHEDULE .....	38
	APPENDIX A – ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING ACKNOWLEDGEMENT FORM .....	39
	APPENDIX B – MANUFACTURE, PARTS & SERVICE .....	40
	APPENDIX E – COURTESY LABEL .....	41

## COMMUNICATIONS

---

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

**Single Point of Contact:**

Manager Supply & Processes

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

E-mail: [Glalonde@clarence-rockland.com](mailto:Glalonde@clarence-rockland.com)

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

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

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

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

*The Tender and addenda will also be posted on the City of Clarence-Rockland Web site at [www.Clarence-Rockland.com](http://www.Clarence-Rockland.com).*

If Contractors fail to report any discrepancies, errors or omissions to the Contracting Authority as specified, Contractors 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, Contractors are encouraged to review the document in full before the deadline for questions.



1. **ELIGIBILITY TO PARTICIPATE**

Open competition.

2. **TENDER TIMELINE**

Event	Anticipated Date
Request for Tender issued	20-Feb-2018
Last Day for submitting e-mail inquiries	06-Mar-2018
Tenders due from firms	13-Mar-2018 2:00
Evaluations	April

3. **SUBMISSION OF BID**

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

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

Sealed Bids, one original and one copy, in a clearly marked envelope which includes the prescribed form(s) as instructed are to be delivered to City Hall, 1560 rue Laurier, Client Service Center, Rockland, Ontario, no later than 2:00 p.m. Local Time on 13-MAR-2018.

Contractors are required to submit the following with their Bid:

Document	Page
Bid Submission Form	35
Pricing Schedule	38
Equipment Checklist	42
Appendix A	39
Appendix B	40

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

4. **GENERAL DESCRIPTION**

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

The City of Clarence-Rockland is issuing a request for proposal for the purchase of a loader for its landfill site. The City is looking for a new or used wheel loader with less than 3000 hours and less than three years of age.

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

**5. 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 Contractor 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.

**6. OPENING OF BIDS**

Bids will be opened publicly by Procurement Services staff.

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

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

**7. WITHDRAWAL OF BIDS**

A Contractor 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 Contractor.

**8. ADDENDUM / ADDENDA**

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

Copies of this RFT are available from the MERX Distribution Unit, telephone 1-800-964-6379 or via the internet at [www.merx.com](http://www.merx.com). MERX is the official and sole distributor of this RFT and any addenda. If a Contractor obtains this document by means other than through MERX, verification as to the accuracy of the document and receipt of any addenda shall be the sole responsibility of the Contractor.

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

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

Contractors 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.

**9. 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 Contractor.

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

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

**10. 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:

<b>Irregularity</b>	<b>Consequence</b>
Late Bids.	Rejection.
Bid security not provided or not in the form or amount that is specified.	Rejection.
Bid security not signed by the Contractor 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 <b>not</b> initialed by the Contractor.	The Contractor 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 Contractor 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 Contractor 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.

**11. BIDS IRREVOCABLE**

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

**12. 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 Contractor.

Bids must be typewritten or legibly written in ink with any erasures/corrections being initialed by the Contractor 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 Contractor, or bids with any alterations to the original bid request document.

**13. 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 Contractor beyond the prices provided in the Bid.

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

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



**14. F.O.B. POINT**

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

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

**15. BASIS OF AWARD**

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

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

If requested by the City, Contractors shall arrange for a demonstration of the Product offered within five (5) calendar days of request, at no cost to the City. It is understood the unit offered for evaluation may not exactly match the requirements detailed herein however; the unit shipped must meet all Specification requirements. The unit offered for

demonstration shall be delivered to a site designated by the City, be available for at least five (5) working days for evaluation. The City shall not be liable for any damage or loss to the unit occurring during the evaluation period except for those items, which are under the care, custody or control of the City. The City's decision as to the acceptability of the unit to the requirements and Specifications shall be final.

**16. 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.

**17. AWARD**

The lowest or any Bid shall not necessarily be accepted.

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

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

- i. Accept a Bid which is not the lowest Bid submission, or reject a Bid that is the lowest Bid even if it is the only Bid received;
- ii. Cancel this Call for Bids at any time, either before or after the Closing Date and Time;
- iii. Accept the Bid deemed most favourable to the interests of the City or that may provide the greatest value advantage and benefit to the City based upon but not limited to the following criteria;
  - a) price
  - b) ability,
  - c) quality of Work, (guarantees and warranties)
  - d) service (service depot location)
  - e) past experience
  - f) past performance
  - g) completion history (including extended completion dates)
  - h) qualification
- iv. Accept or reject any and all Bids, whether in whole or in part;
- v. With the exception of Part I, Instructions to Contractors, waive any informalities, requirements, discrepancies, errors, omissions, or any other defects or deficiencies in any Bid Form or Bid submission;
- vi. Award any part of any Bid;
- vii. Accept or reject any unbalanced, irregular, or informal Bids; or

- viii. Reject any Contractor who is involved in litigation with The Corporation of the City of Clarence-Rockland.
- ix. Reject any Bid that does not comply with the stated specifications, terms and conditions;
- x. Reject any Bid that exceeds the approved funds;
- xi. Cancel and/or reissue this requirement at any time;
- xii. Request clarification or supporting data for any point in the Bid;
- xiii. Refuse to answer questions that do not pertain directly to the subject matter of this RFT;
- xiv. Waive or correct any minor or inadvertent defect, irregularity or technical error with respect to the RFT document;
- xv. Pursue its own investigations concerning a Contractor's legal status and/or financial viability;
- xvi. Terminate the RFT process at any time prior or subsequent to the closing date, and issue a new RFT for the same or a modified requirement;
- xvii. Terminate the RFT process at any time prior or subsequent to the closing date, and not issue a new RFT;
- xviii. Terminate the RFT process at any time prior or subsequent to the closing date, and not issue a new RFT with the City thereafter retaining the right to proceed with direct contract negotiations with a service provider not necessarily a prospective or actual Contractor identified during the RFT process, on a non-competitive basis.
- xix. Disqualify a Bid on the basis of evidence of conflict of interest or collusion as disclosed by a Bid or through any other information discovered by the city;
- xx. Reject a Bid should it be discovered that the Bid and/or Contractor is in breach of another agreement or contract with the City of Clarence-Rockland;

## **18. 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 Contractor;
- iv. The manner in which the Contractor provides services to others;
- v. The experience and qualification of the Contractor's senior management, and Contracting management;
- vi. The compliance of the Contractor with the Owner's requirements and specifications; or

- vii. Contractors with known poor safety records or with inadequate qualifications or equipment shall not be considered for Award.

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

**19. DEBRIEFING**

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

**20. VERIFICATION OF SAFETY PERFORMANCE**

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

**21. CONTRACTOR PROFILE**

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

**22. REQUIREMENTS UPON ACCEPTANCE**

Prior to award, the recommended Contractor 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 Contractor 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 Contractors' 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
  - c) Accessibility Standards for Customer Service Training Acknowledgement Form (see Section 6 – Appendices)

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

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

For the purposes of this section:

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

When:

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

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

**24. TRAINING REQUIRED ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES**

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

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

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

This training is available to you on-line at <http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html> . The on-line training takes about twenty minutes.

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

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

In the event that all bids submitted exceed the Owners budget for the Contracting, the Owner may negotiate changes in the scope of work with the Contractor 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 contractor 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.

**26. CHARACTER OF WORKERS**

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

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

**27. CONTRACT CANCELLATION**

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

**28. PUBLIC RELATIONS**

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

**DEFINITIONS:**

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

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



---

1. **CITY NOT BOUND**

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

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

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

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

3. **OWNERSHIP OF SUBMISSION MATERIAL**

In consideration of the right to bid being offered, the Contractor (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 Contractors for costs incurred in the preparation of bids, or any other services that may be requested as part of the bidding process.

5. **CONTRACT TERM**

Not Applicable

6. **TAXES AND DUTY**

- i) The City is subject to payment of Provincial and Federal (excise and H.S.T.) taxes imposed by the Provincial and Federal Governments. Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services or construction to be procured or provided during the term of this contract, the Contractor and the City mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective. The onus is on the Contractor to bring to the City's attention any such changes.
- ii) The Contractor shall allow in their prices for all Sales Taxes that may be required to pay on materials and equipment to be utilized or expended in construction and other works. Exception being; where the Contractor is in the position to claim for Sales Tax Rebates or input Tax Credits (ITCs) on the material used.
- iii) The Total Bid price shall be deemed to be inclusive of all Duties, Federal and Provincial taxes applicable to the vendor's charges to the City.

- iv) It is the Contractor's responsibility to investigate and otherwise familiarize themselves with all applicable Federal and Provincial tax laws as they relate to the specifications, and include related costs and the effect of available rebates / ITCs accordingly in the charges for all options.

**7. GOVERNING LAW**

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

**8. COPYRIGHT**

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

**9. ABILITY AND EXPERIENCE OF CONTRACTORS**

The City reserves the right to reject any BID unless the Contractor 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 Contractor 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 Contractor to supply the City with additional information as specified in any special conditions. These may include, but not be limited to, references for similar work, background, a list of equipment to be used, or evidence of appropriate licences, evidence of financial stability.

**10. FREEDOM OF INFORMATION**

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

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

Contractors 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 Contractor believes any part of its Bid Submission reveals any trade secret of the Contractor, any intellectual property right, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the Contractor and if the Contractor wishes the City of Clarence-Rockland to attempt to preserve confidentiality of same, the particular trade secret, property right or information should be clearly designated as confidential.

## 11. **WORKPLACE SAFETY AND INSURANCE BOARD**

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

Safety in the workplace is accomplished by:

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

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

## 12. **INSURANCE/INDEMNIFICATION**

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

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

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

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

- b. **Non-owned automobile insurance** to a limit of not less than two million dollars (\$2,000,000) and;
- c. **If applicable, automobile insurance (OAP1) for both owned and leased vehicles** with inclusive limits of not less than one million dollars (\$2,000,000).

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-insure physical damage to their own equipment / vehicles and the City will not bear any responsibility for damage to the equipment/vehicles.

All policies of insurance shall:

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

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

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

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

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

### **13. INSURANCE CLAIMS**

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

- (a) The Contractor shall retain an independent adjuster who will determine the Contractor's liability for all third party claims, and advise the claimant in writing of

the determination of liability within sixty (60) days of service of the claim on the Contractor. Copies of such determination of liability shall be forwarded to the City of Clarence-Rockland.

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

#### **14. DEFAULT**

In the event that the successful Contractor fails to properly, promptly, and fully carry out the work required by these documents, the City reserves the right to notify the successful Contractor 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 Contractor further agrees to save and hold harmless the City of Clarence-Rockland and/or its officers, agents, or servants from all loss, damage, liability, cost, charge or expense whatsoever which it, they or any of them may suffer, incur or be put to by reason of such default or failure.

#### **15. TERMINATION**

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

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

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

#### **16. SUSPENSION OF CONTRACTORS**

At the discretion of Procurement Services, any Contractor may be suspended from consideration of their Bids for up to 3 years for default of delivery, unsatisfactory

performance, safety concerns, lobbying and contravention of a Bid Solicitation document.

**17. INSPECTION**

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

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

**18. ACCEPTANCE OF UNITS**

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

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

**19. REJECTION**

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

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

**20. VENDOR RESPONSIBILITIES**

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

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

## 21. **SUPPLIER'S CONDUCT AND CONFLICTS OF INTEREST**

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

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

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

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

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

Illegal or unethical bidding practices include:

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

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

## 22. **CONTRACT AND VENDOR REQUIREMENTS**

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

- a) Shall **perform** the contract in accordance with the specifications, terms and conditions under which it is awarded.
- b) Shall use due care that no person is injured and that no property is damaged in the performance of the work.

- c) Shall not, except with the consent of the City in writing, release information relating to any subsequent order for **advertising**, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of the City be used for, or in connection with, any advertising or promotional purpose of the Vendor.
- d) Vendors are to treat information gained while working with the City confidentially and not use it for any other Contracting and return it to the City if requested with no copies to be retained.,
- e)
  - (i) Shall provide a complete list of all controlled products, hazardous materials, products containing hazardous materials, and all biological or chemical agents or devices or equipment producing or emitting a physical agent and any substance, compound, product or physical agent that is deemed to be, or contains, a designated substance as defined under the Act and the Regulations, which will be supplied or used in the work, before commencing. The Vendor/contractor shall provide appropriate information and **Material Safety Data Sheets**, where required, with the shipment
  - (ii) Shall ensure that contractors, sub-contractors and all of their employees are trained in W.H.M.I.S.

**23. INVOICE REQUIREMENTS**

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

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

Please send Invoices to AP@Clarence-Rockland.com

**24. PAYMENT TERMS**

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

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

Please indicate the Prompt Payment Discount on all invoices.

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

**25. BLACKOUT PERIOD**

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

**26. NO LOBBYING**

No Contractor or potential Contractor shall contact any member of Council or any City employee to attempt to influence the award of a bid. Any activity designed to influence the decision making process of a bid solicitation, including, but not limited to, contacting any member of Council or registering as a delegate to a Committee of Council meeting



or Council meeting prior to an award of a contract or contacting City employees for such purposes as meetings of introduction, social events, meals or meetings related to a bid solicitation may result in disqualification of the Contractor for the bid solicitation to which the influential activity is deemed to be directed.

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

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

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

---

**1. OCCUPATIONAL HEALTH AND SAFETY ACT (OHSA) REQUIREMENTS**

- 1.1 The following requirements and conditions shall be included in all agreements with Contractors (and sub-Contractors) engaged by or on behalf of the City:
  - 1.1.1 Contractors with known poor safety records or with inadequate qualifications or equipment will not be considered for award;
  - 1.1.2 Contractors 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 Contractor 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 Contractor agrees to assume full responsibility for the enforcement of same;
  - 1.1.4 the Contractor shall participate in a pre-Contracting meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work;
  - 1.1.5 the Contractor 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 Contractor's health and safety efforts and to ensure that the City-owned and controlled environments in the vicinity of the Contracting are free from hazards;
  - 1.1.7 the Contractor acknowledges and agrees that any serious breach or breaches of health and safety requirements, whether by the Contractor or any of its Subcontractors may permit the City to elect to cancel the Contract; and
  - 1.1.8 the Contractor 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 Contractor 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 Contractor under the Contract or any other contract whatsoever
- 1.2 The Contractor 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 Contractor shall ensure that the requirements of the OSHA and associated regulations are complied with.
- 1.4 The Contractor shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- 1.5 The Contractor 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 Contractor agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of the City.

## **2. TOXIC AND HAZARDOUS SUBSTANCES**

If the Successful Contractor 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 Contractor shall take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death, and that no property is injured or destroyed as a result of exposure to the presence of the substances, and immediately report the circumstance to the City in writing.

## **3. LICENCES AND PERMITS**

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

## **4. EVIDENCE OF QUALITY**

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

## **5. LABOUR DISPUTES**

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

## **6. GUARANTEED MAINTENANCE AND WARRANTY**

- 6.1 Upon completion of the Work, the Contractor 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 Contractor 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 Contractor 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 Contractor's expense.
- 6.2 The warranty given pursuant to this section shall not limit extended or other warranties on any items of equipment or material called for elsewhere in the Contract.
- 6.3 The Contractor shall, before final payment is applied for, to the extent permitted by the manufacturer and supplier, assign to the City the benefit of any warranty by any manufacturers or suppliers in addition to the warranty as mentioned above.

## **7. BRAND NAME OR EQUIVALENT**

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

### Substitutions or Alternatives

- I. The Contract will be based on the content of the Contracting Documents.
- II. Within the Specifications certain Products or work methods may be referenced by a Manufacturer brand, a common trade name or common work practice. Where such references are made these are to convey to Contractors the City's minimum standard (or benchmark) of acceptable Work. Proposed equivalent Products, meaning from another Manufacturer, or, proposed alternative work methods may be considered by the City as acceptable equivalents, provided that the technical properties of the Product substitutions or the outcome of the proposed alternative work method can be demonstrated as being equivalent to those set forth in the Contract Document Specifications. Moreover where substantive compliance of the Evaluation Method can be demonstrated, substitute Products or alternative methods will be accepted by the City.
- III. In the event that, prior to closing of Tenders, a Contractor wishes to tender based on a substitute Product or alternative work method to those described in the Contract Documents, a consideration request must be submitted to the City in writing. Substitution requests should be submitted at least seven (7) calendar days prior to the Tender Closing Date. The City is not obligated to respond to a substitute consideration request received after this time period has elapsed.
- IV. The consideration request shall include the following:
  - a) A description of the proposed Product substitution or alternative work method;
  - b) A direct comparison between the Product or method referenced in the Contract Documents and the proposed substitute Product or alternative work method;

- V. In the event, that the City deems the information provided with the request for approval of a substitution to be inadequate the request will be rejected.
- VI. Approval of substitutions of Products or alternative methods will be signified by the issue of an addendum.
- VII. It remains the sole prerogative of the City, to determine the acceptability of Products offered as equivalents to those benchmarked in this RFT, as well as to determine whether any deviation from the City's Specifications, which is inherent in a Product offered as an equivalent to a benchmarked Product, is material enough such to affect Product and/or Equipment performance.
- VIII. The approval or rejection of a proposed equivalent will be made after the Tender Closing Date during the evaluation of the bid at the sole discretion of the City. Should the proposed equivalent be rejected by the City, the bid will be deemed non-compliant and will not be considered for contract award. To mitigate this risk, Contractors are permitted to submit two separate bids, one based on the use of the material, product, system or brand name specified in the Specifications and one based on the use of a proposed equivalent

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

## **8. 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. Contractors 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.

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

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

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

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

All equipment offered shall be new and a current standard production unit, excepting as modified by the City's Specifications.

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

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

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

The City of Clarence-Rockland is issuing a request for proposal for the purchase of a loader for its landfill site. The City is looking for a new or used wheel loader with less than 3000 hours and less than three years of age.

Unit shall be supplied with all standard equipment, plus all other equipment required by this specification

## Equipment Checklist

**LIST ALL DEVIATIONS IN THE STATE ACTUAL COLUMN SPACE PROVIDED AND SUPPLY PRODUCT SPECIFICATION INFORMATION AS REQUIRED.**

CITY'S REQUIREMENTS		CONFORM		STATE ACTUAL
		YES	NO	
1) Turbocharged diesel engine	Shall have a minimum rated net peak power of 120hp.			
	Shall have a minimum operating weight of 20,000 lbs.			
	The loader shall have a factory installed AM/FM radio.			
	The loader shall be equipped with an automatic greasing system.			
2) Engine	Shall have under-hood engine air clean of dry type.			
	Air cleaner restriction gauge shall be dash-mounted.			
	Engine shall have a spin on oil filter.			
	The cooling fan shall be hydraulically driven, proportionally controlled.			
	Fluid levels should be easily checked by sight gauges or overflow tanks.			
	Radiator must be accessible for easy clean-out.			
	Fuel tank capacity shall be a minimum of 150 litres.			
	Loader shall be equipped with master electrical disconnect switch.			
	The loader will have 2 front work lights and 2 rear work lights.			
	The minimum engine oil drain interval shall be of 500 hours.			
	The radiator shall be heavy-duty, resistant to trash.			
	The engine shall be equipped with a block heater.			

CITY'S REQUIREMENTS		CONFORM		STATE ACTUAL
		YES	NO	
3) Powertrain	Transmission filter restriction shall be displayed in the cab.			
	Hydraulic oil reservoir shall have a sight gauge that is viewable from ground level.			
	Machine shall have a minimum travel speed of 25km/h.			
	Final drive shall be heavy-duty outboard planetary.			
	Shall have a lockable front axle for traction.			
	Loader shall be equipped with tires with a maximum of 20% of wear from new condition.			
	Front and rear fenders shall be factory mounted.			
	Transmission shall be covered with a guard as to prevent intrusion of waste.			
4) Hydraulic system	Unit shall have boom suspension.			
	Unit shall have a factory installed hydraulic oil cooler.			
	Hydraulic tank capacity should be no less than 20 gallons.			
	A sight gauge shall be provided for checking hydraulic reservoir fluid.			
5) Cab	Loader shall be equipped with ROPS certified cab.			
	The cab shall be equipped with a heater/defroster/AC system.			
	Steering column shall be tilt able.			
	Sound suppression of cab shall have a maximum rating of 75dBa.			
	Front and rear intermittent wipers and washers shall be supplied.			
6) Attachments	A 3.0 cubic yard general purpose bucket with a bolt on replaceable edge. Width shall be adequate to clear the front tires for stockpiling.			



CITY'S REQUIREMENTS		CONFORM		STATE ACTUAL
		YES	NO	
	Attachment coupler (quick attach) designed and built by the loader manufacturer.			
	A snow pushing attachment with adjustable angle (possibility to adjust blade from pushing snow left to right or vice versa without exiting cab). Width shall be adequate to clear the front tires.			
7) Miscellaneous	:The unit shall have a backup alarm operating automatically when machine is operated in reverse.			
	The unit shall arrive with a full tank of fuel, PDI completed, fully functional and ready for work.			
	Dealer to provide operator familiarization on delivery for a minimum of six operators			
	Unit shall be delivered at 2335 Lalonde Rd, Bourget Ontario;			
	Parts list and operators manual shall be supplied			
	Historical maintenance of equipment shall be supplied			
8) Warranty	A standard 1 year full machine warranty shall be included.			
	An optional 5 year/5000 hours full machine warranty shall be listed in the proposal			
	All necessary parts and repair manual shall be included.			

N/A

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



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

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

Bid Description:	
Closing Date:	
Time:	

## Contractor Name

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

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

The Contractor declares that:

- a) No persons, other than the Contractor, have any interest in this RFT or in the Contract proposed to be entered into.
- b) This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work, and is in all respects fair and without collusion or fraud.
- c) The several matters stated in the said Submission are in all respects true.
- d) The Contractor 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 Contractor also agrees that this offer is to remain open for acceptance until the formal Contract is executed by the successful Contractor 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 Contractor, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor in preparing a Proposal or discussing/negotiating with the Owner. By submitting a Tender, the Contractor 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 Contractor, 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 Contractor;
  - (iv) the manner in which the Contractor provides services to others;
  - (v) the experience and qualification of the Contractor's senior management, and Contracting management;
  - (vi) the compliance of the Contractor with the Owner's requirements and specifications; and
  - (vii) innovative approaches proposed by the Contractor in the Tender;
  - (viii) whether the Contractor has been involved in litigation with the Owner during the last sixty (60) months before the date of this RFT.
- l) The Contractor 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 Contractor.

**Signed and submitted for and on behalf of:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal Code

X

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Print Name, Title

( )

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

\_\_\_\_\_  
Date

( )

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
HST Business Number

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

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

**PRICING SCHEDULE**

The Contractor 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 Contractor 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
Loader	1	\$	\$
TOTAL			\$
			/100
<i>Insert Dollars in words above</i>			
OPTIONAL ITEMS/SERVICES			
DESCRIPTION		UNIT PRICE	TOTAL
Foam filled tires		\$	\$
Maintenance program		\$	\$
On-going operator training		\$	\$
LED front and rear lights		\$	\$

Please confirm Best Delivery Date for the item(s) quoted, after receipt of Purchase Order, if ordered by the City for the first season: \_\_\_\_\_.

**Ontario Regulation 429/07:**  
**Appendix A – ACCESSIBILITY STANDARDS FOR CUSTOMER SERVICE TRAINING**  
**ACKNOWLEDGEMENT FORM**  
**for Contractors and Third Party Providers to**  
**The Corporation of the City of Clarence-Rockland**

Section 6 of Ontario Regulation 429/07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* states that:

6. (1) Every provider of goods or services shall ensure that the following persons receive training about the provision of its goods or services to persons with disabilities:
  1. Every person who deals with members of the public or other third parties on behalf of the provider, whether the person does so as an employee, agent, volunteer or otherwise.
  2. Every person who participates in developing the provider's policies, practices and procedures governing the provision of goods or services to members of the public or other third parties.

**We** acknowledge and confirm that we are in full compliance with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service) made under the *Accessibility for Ontarians with Disabilities Act, 2005*. We confirm that all employees, agents, volunteers, or others for whom we are at law responsible who are required to receive training under the Act have completed the training available at <http://www.mcsc.gov.on.ca/mcsc/serve-ability/splash.html>. We will provide to the City any further documentation that confirms this training upon the request of the City.

We will indemnify the City from and against any costs, expenses, fines, penalties, damages or losses that the City incurs or suffers as a result of our failure to comply with the Act.

\_\_\_\_\_  
Name of Contractor or Third Party Provider

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Printed Name of Person Above

\_\_\_\_\_  
Date

**Appendix B – MANUFACTURE, PARTS & SERVICE**

Information Requested	Proponent Response
Manufacturer Name and Address	
Authorized Parts Supply Name and Address	
Parts supply – distance from Clarence-Rockland	
Authorized Repair Facility Name and Address	
Repair facility – distance from Clarence-Rockland	

**PARTS FACILITY INFORMATION/INVENTORY LEVEL (at the above stated location)**

Total parts inventory value for supplied unit	\$
Number of qualified parts representatives on staff	
Hours of operation	

**REPAIR FACILITY INFORMATION/QUALIFIED TECHNICIANS (at the above stated location)**

Number of qualified technicians on staff	
Hours of operation	

**MOBILE SERVICE**

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



**Appendix E – COURTESY LABEL**

From:



**BID SUBMISSION**

Tender Number F18-INF-2018-009

Loader

TO: THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

**1560 Laurier**

**Client Service Center**

**Rockland, ON**

**K4K1P7**

**CLOSING DEADLINE – no later than 2:00 P.M., MAR 13, 2018**



**MANUFACTURE, PARTS AND REPAIR SERVICES**

Information Requested	Proponent Response
Manufacturer Name and Address	
Authorized Parts Supply Name and Address	
Parts supply – distance from Public Works – 182 Townsend Street, Peterborough	
Authorized Repair Facility Name and Address	
Repair facility – distance from Public Works – 182 Townsend Street, Peterborough	

**PARTS FACILITY INFORMATION/INVENTORY LEVEL (at the above stated location)**

Total parts inventory value for supplied unit	\$
Number of qualified parts representatives on staff	
Hours of operation	

**REPAIR FACILITY INFORMATION/QUALIFIED TECHNICIANS (at the above stated location)**

Number of qualified technicians on staff	
Hours of operation	

**MOBILE SERVICE**

Information Requested	Proponent Response
Number of fully equipped service trucks to service City of Peterborough	