

TOWNSHIP OF SEVERN

# Request for Tender



## Screened Winter Sand

PW RFT 2019-027

Date Issued: 7/12/2019

Deadline for Questions: 4:00 PM 7/22/2019

Deadline for Bids: 12:00 PM 7/26/2019

Township of Severn  
1024 Hurlwood Lane  
Orillia, ON

# CONTENTS

- CONTENTS..... 2
- OVERVIEW..... 4
- SECTION 1: Instructions to Respondents ..... 5
  - 1.1 Context..... 5
  - 1.2 Our timeline ..... 5
  - 1.3 How to contact us ..... 5
  - 1.4 Developing and submitting your Bid..... 5
  - 1.5 Pricing Information ..... 6
  - 1.6 Address for submitting your Bid ..... 6
  - 1.7 Our RFT Process Conditions ..... 6
  - 1.8 Later changes to the RFT or RFT process ..... 6
  - 1.9 Respondents Examination of Conditions ..... 6
- SECTION 2: Our Requirements..... 7
  - 2.1 Scope of Work..... 7
  - 2.2 Schedule of Work..... 7
  - 2.3 Insurance..... 7
  - 2.4 Indemnity..... 8
  - 2.5 Workplace Safety and Insurance Board (WSIB)..... 8
  - 2.6 Occupational Health and Safety Act ..... 8
  - 2.7 Accessibility..... 8
  - 2.8 Hours of Work..... 8
  - 2.9 Screened Winter Sand Operation ..... 8
  - 2.10 Equipment..... 9
  - 2.11 Payment ..... 9
- SECTION 3: Our Evaluation Approach ..... 9
  - 3.1 Evaluation model ..... 9
  - 3.2 Optional evaluation process and due diligence ..... 9
- SECTION 4: Our Proposed Contract ..... 10
  - 4.1 Proposed Contract ..... 10
- SECTION 5: RFT Process Conditions ..... 12
  - 5.1 Preparing a Bid ..... 12
  - 5.2 Offer Validity Period..... 12
  - 5.3 Deadline for Questions ..... 12
  - 5.4 Addenda..... 13
  - 5.5 Submitting a Bid..... 13
  - 5.6 Alteration or Withdrawal of Bids ..... 13
  - 5.7 Third Party Information ..... 13
  - 5.8 Verify, Clarify, and Supplement ..... 13

5.9 Evaluation ..... 13

5.10 Debriefing..... 14

5.11 Notification of Outcome ..... 14

5.12 Issues and Complaints..... 14

5.13 Point of Contact ..... 14

5.14 Conflict of Interest ..... 15

5.15 Ethics ..... 15

5.16 Costs of Participating ..... 15

5.17 Ownership of Documents ..... 15

5.18 Municipal Freedom of Information and Protection of Privacy Act..... 15

5.19 Elimination ..... 16

5.20 Reserved Rights and Privilege Clause ..... 16

5.21 Interpretation and Governing law ..... 16

5.22 Disclaimer..... 17

# OVERVIEW

## What we need

This Request for Tender (RFT) is for the supply of all labour and equipment to screen, haul, mix, and stockpile approximately 10,000 metric tonnes of winter sand material for the Township of Severn Public Works Department. The screening of sand will be from the Township of Severn Pit. The hauling is from the Township of Severn Pit to two (2) separate works yard locations within the Township. The mixing will be to produce a uniform blend of screened winter sand with 6% course highway salt (supplied by the Township). The stacking of blended material will be into covered storage facilities at the works yard locations.

## What's important to us

The Township is looking for capable contractors who have the skill and experience to complete the work by **September 30, 2019**.

## About the Township

The Township of Severn "Township" is a diverse blend of rural, small urban and vacation lifestyles. Founded on January 1, 1994 through the restructuring of Simcoe County, the Township is comprised of the former Village of Coldwater, Townships of Orillia and Matchedash, as well as portions of the former Townships of Tay and Medonte. The Township's current population is 13,477.

# SECTION 1: Instructions to Respondents



## 1.1 Context

- a. The Request for Tender (RFT) is an invitation to suitably qualified contractors to submit a Bid for Screened Winter Sand.
- b. The RFT is a single-step, open competitive procurement process. The RFT sets out the step-by-step process and conditions that apply.
- c. Lowest or any Bid may not necessarily be accepted.



## 1.2 Our timeline

- a. Here is our timeline for the RFT.

<b>Steps in RFT process:</b>		<b>Date:</b>
Deadline for questions:		7/22/19
Deadline to answer questions:		7/23/19
<b>Deadline for Bids:</b>	<b>12:00 PM</b>	<b>7/26/19</b>
Unsuccessful Respondents notifications:		8/05/19
Respondents debriefs:	Week of	8/05/19
Anticipated Contract start date:		8/05/19



## 1.3 How to contact us

- a. All enquiries must be directed to our Point of Contact listed below. We will manage all external communications through our Point of Contact.

Name: Tony Potter

Title/Role: Supervisor of Roads

Email address: [tpotter@townshipofsevern.com](mailto:tpotter@townshipofsevern.com)



## 1.4 Developing and submitting your Bid

- a. Take time to read and understand the RFT. In particular:
  - Develop a strong understanding of our Requirements detailed in Section 2.
  - In structuring your Bid, consider how it will be evaluated. Section 3 describes our Evaluation Approach.
- b. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our Point of Contact.
- c. In submitting your Bid you must use the Response Form provided. This form will be provided in a Fillable PDF document that you can download from the bidding system we used to release the RFT.
- d. Check that you have provided all information requested and sign the declaration at the end of the Response Form.
- e. Having done the work, don't be late. Please ensure you get your Bid to us before the Deadline for Bids!

## 1.5 Pricing Information

- a. Respondents are to use the Schedule of Items and Prices provided in the Response Form and must clearly state the Total Bid Price exclusive of HST.
- b. In preparing their Bid, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Bid and pricing information to manage such risks and contingencies.
- c. Prices should be tendered in CAD. Unless otherwise agreed, the Township will arrange contractual payments in CAD.
- d. If a Respondent offers a price that is substantially lower than other Bids (an abnormally low bid), the Township may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the RFT for the price tendered.



## 1.6 Address for submitting your Bid

- a. Bid Submissions must contain one (1) original hard copy of the Response Form delivered in a sealed opaque envelope with the Submission Label firmly affixed.
- b. Please send or deliver Bid Submissions to the following address:
  - Mailing: P.O. Box 159, Orillia, Ontario, L3V 6J3
  - Courier: 1024 Hurlwood Lane, Severn, Ontario, L3V 0Y6
- c. Bid Submissions sent by facsimile machine or electronic mail and submissions after the Deadline for Bids will not be accepted.



## 1.7 Our RFT Process Conditions

- a. In submitting a Bid the Respondent agrees that their Bid will remain open for acceptance by the Township for 30 days from the Deadline for Bids.
- b. The RFT is subject to the RFT Process Conditions described in Section 5.



## 1.8 Later changes to the RFT or RFT process

- a. If, after publishing the RFT, we need to change anything about the RFT, RFT process, or want to provide additional information; we will publish addenda on the bidding system we used to release the RFT, typically no later than forty-eight (48) hours prior to Deadline for Bids.
- b. Addenda, if required, shall hereby form part of the RFT documents.
- c. Respondents shall acknowledge receipt of any addenda on the location provided in the Response Form.

## 1.9 Respondents Examination of Conditions

- a. Respondents shall visit the site(s) of the Work and carefully investigate all conditions potentially affecting the Work and how it is to be completed, with respect to site access, working area, storage areas, local features, including private property and utilities, as well as any other conditions that may influence the undertaking and/or pricing of the Work.

# SECTION 2: Our Requirements

## 2.1 Scope of Work

- a. The Work intended to be carried out under this RFT shall include the supply of all labour and equipment to screen, haul, mix, and stockpile approximately 10,000 tonnes of winter sand for the Township of Severn Public Works Department.
- b. The Work is effectively described in two (2) parts:
  - Part 1 - Screening of sand at the Township Pit
  - Part 2 - Load, Haul, Mix and Stack Sand at two separate covered storage facilities
- c. Part 1 includes screening and stacking 10,000 tonnes of sand at the Township Pit located at 3813 Carlyon Line, Severn, Ontario (Concession 6 W PT Lot 2). Site stripping is not required as this work was previously completed.
- d. Part 2 includes loading and hauling screened sand from the Township Pit to:
  - Location A - 4251 Burnside Line (approximately 7,000 tonnes)
  - Location B - 2068 North River Drive (approximately 3,000 tonnes)
- e. Part 2 also includes mixing the screened sand with 6% salt and stacking the mixed winter sand into the storage facilities. The Township will supply salt for mixing at both storage facilities.

## 2.2 Schedule of Work

- a. No work shall begin until the Contract Administrator has issued a Start Work Order.
- b. It is expected that Start Work Order will be issued on or about **August 5, 2019**.
- c. The Work must be completed no later than **September 30, 2019**.
- d. The Contractor shall complete both Part 1 and Part 2 in a timely manner within the stated timelines.

## 2.3 Insurance

- a. The Contractor shall take out and keep in force for the Contract period, a comprehensive policy of public liability and property damage insurance acceptable to the Township providing insurance coverage in respect of any one accident to the limit of at least \$5,000,000.00 exclusive of interest and cost, against loss or damage against bodily injury to, or death of one or more persons and loss of or damage to property and such policy shall name the Corporation of the Township of Severn as an additional insured thereunder and shall protect the Township against all claims for all damage or injury including death to any person or persons and for damage to any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of the Contractor or any of his servants or agents during the execution of the Contract.
- b. The Contractor shall forward a certified copy of the policy or certificate thereof to the Township upon acceptance of the Quote and shall include the Township as an "Additional Name Insured".
- c. The policy must contain a Cross Liability clause or endorsement and an endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without 30 days prior written notice to the Township.

## **2.4 Indemnity**

- a. The Contractor hereby indemnifies and save harmless the Township against any and all claims and/or liability arising out of any personal injury, death or property damage resulting from or arising out of any act or omission on the part of the Contractor or any of his servant or agents during the execution of the Contract including without limitation the cost of defending against such claims.

## **2.5 Workplace Safety and Insurance Board (WSIB)**

- a. The Contractor shall furnish the Township with evidence from the Workplace Safety and Insurance Board stating that all dues and assessments payable under the Workplace Safety and Insurance Act with respect to his/her employees or operations has been complied with.
- b. Workplace Safety and Insurance Board coverage is required regardless if the Contractor is sole owner or operator.

## **2.6 Occupational Health and Safety Act**

- a. The Contractor will be required to sign a copy of the Township of Severn Contractor's Liability form. A copy of this form is available in Appendix 'A'.
- b. The Contractor shall provide proof of Surface Miner Core Certification to the Township and shall be responsible for maintaining the operation in a condition satisfactory to Ministry of Labour Regulations.
- c. The Contractor shall provide a Notice of Project (NOP) to the Ministry of Labour prior to starting certain project that meet the criteria set out in Section 6(1) of Ontario Regulation 213/91: Regulation for Construction Projects. The Contractor shall provide proof of NOP to the Township, where applicable.

## **2.7 Accessibility**

- a. Contractors shall be compliant with the "Accessible Customer Service Standard" of Ontario Regulation 429/07 made under the "Accessibility for Ontarians with Disabilities Act" (AODA) 2005. Applicable policies and proof of employee training shall be provided upon request.

## **2.8 Hours of Work**

- a. Working hours shall be between 7:00 a.m. and 6:00 p.m., Monday through Friday, except Statutory or Civic Holidays, unless otherwise approved or directed by the Contract Administrator.

## **2.9 Screened Winter Sand Operation**

- a. The site will be stripped by the Township of Severn prior to commencement of the Work.
- b. The Contractor shall extract raw material and screen with 100% passing the 9.5mm (3/8") sieve. The work shall be generally performed in accordance to OPSS 1001 - Material Specification for Aggregates – General and OPSS 1004 - Material Specification for Aggregates – Miscellaneous.
- c. The Contractor shall be responsible for maintaining and leaving the working face in a condition satisfactory to the Ontario Regulation 854: Mines and Mining Plants.
- d. The Contractor may choose to provide manual mixing of sand/salt or Pug Mill or Auger type mixing chamber. The mixing is not to be carried out during periods of rain. The Township will not be liable for the cost of any work stoppages or slowdowns in mixing operations due to wet weather or any delays in salt delivery.



- e. The Contractor must provide an inspector to monitor quantities during the stacking within the covered storage facilities. The Contractor shall ensure that each storage facility be filled to the load line that has been provided on the storage facility wall and further the filling of the storage facility will not exceed this line. Any damages / costs incurred as a result of overfilling is the sole responsibility of the Contractor.

## 2.10 Equipment

- a. Equipment shall be in good mechanical order and conform to all safety requirements under the Highway Traffic Act and the Occupational Health and Safety Act.

## 2.11 Payment

- a. Measurement for Payment shall be actual quantity and the unit of measure shall be in tonnes of winter sand processed. Measurement by tonne of belt scales or bucket scales will be accepted.
- b. The Contract Administrator reserves the right to inspect all measurement scales for accuracy during performance of the Work. Scales shall be in metric tonnes and calibration certification of scales to be provided prior to work commencing.
- c. The method of weighing shall be in accordance with OPSS Form 102. In addition, where a scale is found to be in excess of the Limits of Error specified by the Government of Canada Weights and Measures Act (0.1% on an indicated load for a permanent scale and 0.2% on indicated load for a portable scale), but not more than three times the Limits of Error, the scale may continue to be used for no more than 48 hours. Where the scale is in error by more than three times the Limit of Error, weighing of material on the scale must cease immediately.
- d. Each truck shall bear an identification symbol, followed by the capacity. A load ticket shall be issued for each truck load, with the number of metric tonnes for payment shown. Daily summary sheets of load tickets will be required before payment will be processed.
- e. Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the work.

# SECTION 3: Our Evaluation Approach

## 3.1 Evaluation model

- a. The evaluation model that will be used is lowest price conforming. This means that the lowest compliant Bid will be selected as the successful Respondent. In the event of a tie, the successful Respondent will be determined by way of a coin toss.

## 3.2 Optional evaluation process and due diligence

- b. In addition to the above, we may undertake the following process and due diligence in relation to shortlisted Respondents. The findings will be taken into account in the evaluation process. Should we decide to undertake any of these we will give shortlisted Respondents reasonable notice.
  - other checks against the Respondent e.g. company website
  - interview Respondents
  - test products

# SECTION 4: Our Proposed Contract

## 4.1 Proposed Contract

- a. The following is the Proposed Contract that we intend to use for the purchase and delivery of the Requirements.
- b. The Response Form contains a section for you to accept the Proposed Contract in full.

### FORM OF AGREEMENT

#### AGREEMENT FOR THE **NAME OF PROJECT**

THIS AGREEMENT (the “Agreement”), is effective as of the **August XX, 2019**

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF SEVERN** (the “Township”)

AND:

\_\_\_\_\_ (the “Contractor”)

WHEREAS:

- A. The Township issued **RFT 2019-XX** for the provision of **NAME OF PROJECT**.
- B. The Supplier was the successful respondent and has agreed to provide the Deliverables in accordance with the Contract.

NOW THEREFORE, in consideration of their respective agreements set out below, the parties covenant and agree as follows:

That, the Supplier for and in consideration of the payment specified in his Tender for the Deliverables, hereby agrees to furnish all necessary plant, labour and materials, except as otherwise specified, and to complete the said Deliverables in strict accordance with the Contract Documents, all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof have been embodied therein.

The Supplier further agrees that he will deliver the whole of the Deliverables completed in accordance with the Agreement.

IN CONSIDERATION WHEREOF, the Township agrees to pay to the Supplier for the Deliverables, the stipulated lump sum or sums in the Tender as enclosed herein. Holdbacks and Payment terms to be as stipulated in the Contract Documents.

THIS AGREEMENT SHALL, enure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Supplier and on the heirs and successors of the Township.

IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first written above.

**THE CORPORATION OF THE TOWNSHIP OF SEVERN**

**[INSERT LEGAL NAME OF SUPPLIER]**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Name:

Title:

Title:

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Name:

Name:

Title:

Title:

We have authority to bind the corporation.

I/We have authority to bind the corporation.

# SECTION 5: RFT Process Conditions

In managing this procurement the Township will endeavour to have open and honest dealings with everyone who is Involved in the process. For a full description of our Public Purchasing Code of Ethics, please refer to the Purchasing By-Law available at [www.townshipofsevern.com](http://www.townshipofsevern.com)



## 5.1 Preparing a Bid

- a. By submitting a Bid the Respondent accepts that it is bound by the RFT Process Conditions.
- b. Respondents are to use the Response Form provided and include all information requested by the Township in relation to the RFT.
- c. A Respondent who submits conditions, options, variations or contingent statements to the conditions as set out in the RFT, including the conditions of the Proposed Agreement, either as part of its Bid or after receiving notice of selection, may be rejected. If a Respondent is not rejected despite such changes or qualifications, the provisions of the RFT will prevail over any such changes or qualifications in the Bid.
- d. Respondents will:
  - consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Bid to manage such risks and contingencies
  - if appropriate, obtain independent advice before submitting a Bid
  - satisfy itself as to the correctness and sufficiency of its Bid, including the proposed pricing and the sustainability of the pricing.
- e. There is no expectation or obligation for Respondents to submit Bids in response to the RFT solely to remain on any prequalified or registered supplier/contractors list. Any Respondent on such a list will not be penalized for failure to submit a Bid.

## 5.2 Offer Validity Period

- a. Bids are to remain valid and open for acceptance by the Township for the Offer Validity Period.



## 5.3 Deadline for Questions

- a. Respondents shall examine the RFT and any documents referenced in the RFT and any other information provided by the Township. If there is any perceived ambiguity or uncertainty, Respondents should seek clarification before the Deadline for Questions.
- b. All requests for clarification must be made by email to the Point of Contact. The Township will endeavour to respond to requests in a timely manner, but not later than the Deadline to Answer Questions, if applicable.
- c. If the Township considers a request for clarification to be of sufficient importance, the question and answer may be posted on the bidding system used to release the RFT. The Township will not disclose the Respondent's identity.
- d. Respondents must indicate any information that is commercially sensitive in its request for clarification. The Township will attempt not to publish such commercially sensitive information. However, the Township may modify a request to eliminate such commercially sensitive

information, and publish this and the answer where the Township considers it of sufficient importance.

#### 5.4 Addenda

- a. The RFT may be amended only by addenda. If the Township, for any reason, determines that it is necessary to provide additional information relating to the RFT, such information will be communicated to all Respondents by addenda. Each addendum forms an integral part of the RFT and may contain important information, including significant changes to the RFT.
- b. If the Township determines that it is necessary to issue an addendum after the Deadline for Answers, the Township may extend the Deadline for Bids.
- c. Respondents are responsible for obtaining all addenda issued by the Township.



#### 5.5 Submitting a Bid

- a. Respondents are responsible for ensuring that its Bid is received by the Township at the correct address on or before the Deadline for Bids. The Township will acknowledge receipt of each Bid.
- b. The Township intends to rely on the Respondent's Bid and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Bid and communicating with the Township, Respondents should check that all information it provides to the Township is true, accurate, complete and not misleading in any material respect.
- c. Where the Township requires the Bid to be delivered in hard and soft copies the Respondent is responsible for ensuring that both the hard and soft copies are identical.

#### 5.6 Alteration or Withdrawal of Bids

- a. A Respondent who has already submitted a Bid may submit a further Bid at any time up to the Deadline for Bids. The last Bid received shall supersede and invalidate all Bids previously submitted by that Respondent for the RFT.
- b. A Respondent may withdraw their Bid by submitting a letter bearing signature provided the letter is received by the Township prior to the Deadline for Bids.



#### 5.7 Third Party Information

- a. Respondents shall ensure that all references provided in its Bid agree to provide a reference.
- b. The Township may collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a reference or a previous or existing client not disclosed in the Bid) and may use that information as part of its evaluation of the Respondent's Bid.



#### 5.8 Verify, Clarify, and Supplement

- a. The Township may, at any time, request written verification / clarification or the submission of supplementary written information from any Respondent or third party and incorporate any such information into the evaluation of the Respondent's Bid.



#### 5.9 Evaluation

- a. The Township may assess a Respondent's Bid on the basis of financial analysis determining the actual cost of the Bid when considering factors including quality, service, price and transition

costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established).

- b. The Township may consider the Total Bid Price, inclusive of the prices tendered for any provisional or optional items, or only the price stipulated for the base contract work, or any combination thereof, in its evaluation of the Bids.
- c. Wherever an item's total amount does not agree with the extension of estimated quantity and the unit price, the unit price shall govern and the Total Bid Price shall be corrected accordingly.
- d. In its evaluations of the Bids, the Township may take into account any of the following additional information:
  - the results from reference checks, site visits, product testing and/or any other due diligence
  - any matter that materially impacts on the Township's trust and confidence in the Respondent
  - any relevant information that the Township may have in its possession.



### 5.10 Debriefing

- a. Respondents may request a debriefing after receipt of a Notification of Outcome. All requests must be by email to the Point of Contact and must be made within thirty (30) days of such notification.
- b. Debriefing may be provided by letter, email, phone or at a meeting. The intent of the debriefing is to aid the Respondent in presenting a better Bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.



### 5.11 Notification of Outcome

- a. The Township will inform all unsuccessful Respondents of the name of the successful Respondent, if any, no later than thirty (30) days after the date the Agreement is executed.
- b. The Township may make public the name of the successful Respondent and any or all unsuccessful Respondents. Where applicable, the Township will publish an Award Notice on the bidding system used to release the RFT.



### 5.12 Issues and Complaints

- a. A Respondent may, in good faith, raise with the Township any issue or complaint about the RFT, or the RFT process at any time.
- b. The Township will consider and respond promptly and impartially to the Respondent's issue or complaint. Both the Township and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFT.



### 5.13 Point of Contact

- a. All enquiries regarding the RFT must be directed by email to the Point of Contact. Respondents must not directly or indirectly approach any representative of the Township, or any other person, to solicit information concerning any aspect of the RFT.
- b. Only the Point of Contact is authorized to communicate with Respondents regarding any aspect of the RFT. The Township will not be bound by any statement made by any other person.

- c. The Township may change the Point of Contact at any time. The Township will provide notification by way of addenda.
- d. Where a Respondent has an existing contract with the Township then business as usual communications will continue. Respondents must not use business as usual contacts to lobby the Township, solicit information, or discuss aspects of the RFT.

#### **5.14 Conflict of Interest**

- a. Respondents must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Township should a Conflict of Interest arise during the RFT process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFT.

#### **5.15 Ethics**

- a. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Township in relation to the RFT.
- b. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Bids or in any discussions or negotiations with the Township.
- c. Such unethical behaviour will result in the Respondent being disqualified from participating further in the RFT process.
- d. The Township reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information.

#### **5.16 Costs of Participating**

- a. Respondent will bear its own costs associated with the preparation and presentation of its Bid and any negotiations.

#### **5.17 Ownership of Documents**

- a. All documents forming the Bid will, when delivered to the Township, become the property of the Township. Bids will not be returned to Respondents at the end of the process.
- b. Ownership of Intellectual Property rights in the Bid remain the property of the Respondent or its licensors. However, the Respondent grants to the Township a non-exclusive, non-transferable, perpetual license to retain, use, copy and disclose information contained in the Bid for any purpose related to the RFT process.



#### **5.18 Municipal Freedom of Information and Protection of Privacy Act**

- a. Respondents are advised that the Township is governed by Ontario's Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA") and information submitted to the Township in response to the RFT may be subject to disclosure under MFIPPA. Respondents should identify any information in its Bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Township and is advised to consult with their own legal advisors regarding the appropriate way to identify such information.

- b. The Township will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed by law or by order of a court or tribunal.
- c. Respondents are advised that their Bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Township to advise or assist with the RFT process, including the evaluation of Bids.



### 5.19 Elimination

- a. Bid irregularities will be addressed in accordance with the Purchasing By-Law available at [www.townshipofsevern.com](http://www.townshipofsevern.com). Refer to Schedule C - Bid Irregularities.
- b. The Township may exclude a Respondent from participating in the RFT if the Township has evidence of any of the following, and is considered by the Township to be material to the RFT:
  - the Respondent has made a false declaration.
  - there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent.
  - there is a performance issue in a historic or current contract delivered by the Respondent.
  - the Respondent is in bankruptcy, receivership or liquidation.



### 5.20 Reserved Rights and Privilege Clause

- a. The Township reserves the right to accept or reject any and all Bids, in whole or in part.
- b. The Township reserves the right to neither accept nor award to any Respondent, inclusive of its sub-contractor(s), a Contract with who the Township is in litigation.
- c. The Township reserves the right to cancel the RFT process at any stage and/or issue a new RFT for the same or similar deliverables.
- d. The Township reserves the right to make any material change to the RFT (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
- e. The Township reserves the right to waive formalities and accept Bids that substantially comply with the requirements of the RFT, if in the opinion of the Township, the non-compliance does not affect the Bid in any material way.
- f. These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.



### 5.21 Interpretation and Governing law

- g. The RFT Process Conditions are intended to be interpreted broadly and independently with no particular provision intended to limit the scope of any other provision.
- h. The RFT Process Conditions are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Township.
- i. The RFT process is to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.





## 5.22 Disclaimer

- a. The Township will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFT process.
- b. Nothing contained or implied in the RFT, or RFT process, or any other communication by the Township to any Respondent shall be construed as legal, financial or other advice.



## OCUPATIONAL HEALTH AND SAFETY PROGRAM

Form No.:	2D	EFFECTIVE DATE:	July 2011
Form Name:	Contractor Health & Safety Responsibility Agreement	REVISION DATE:	April 2016

### CONTRACTOR HEALTH and SAFETY RESPONSIBILITY AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (the "Contractor"), and THE CORPORATION OF THE TOWNSHIP OF SEVERN (the "Township").

IN CONSIDERATION of the sum of two (\$2.00) dollars paid by each of the parties to the other (the receipt of which is acknowledged by each party) the parties covenant and agree as follows:

1. The Contractor shall employ only orderly, trained, competent and skillful people to do the work and the Contractor's employees shall be fully covered under the Workplace Safety and Insurance Act by the Contractor and shall provide an up-to-date Clearance Certificate from the Workplace Safety and Insurance Board. All subcontractors must be approved in writing by the Township before commencing any work and the Contractor is responsible for ensuring that their employees comply with terms of this Agreement.
2. The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible.
3. The Contractor shall indemnify and save harmless the Township from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold Township harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Township in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.
4. Contractor shall, during any time in which it is providing services to the Township take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than two million (\$2,000,000) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the Township as an additional insured and a certificate acknowledging same must be provided to the Township.
5. The Contractor shall abide by and shall ensure that each of the Contractor's employees and sub-contractor's employees (if applicable) abide by the Occupational Health and Safety Act of Ontario and regulations. The Contractor will also be able and willing at such times as recommended by the Township to provide additional precautions as deemed necessary by the Township for safe-guarding employees and equipment. The Contractor further acknowledges and agrees that any violation of Safety rules or regulations is justification for the immediate termination of its Contract with the Township, without any further obligation on the part of the Township.



## OCCUPATIONAL HEALTH AND SAFETY PROGRAM

<b>Form No.:</b>	<b>2D</b>	<b>EFFECTIVE DATE:</b>	<b>July 2011</b>
<b>Form Name:</b>	<b>Contractor Health &amp; Safety Responsibility Agreement</b>	<b>REVISION DATE:</b>	<b>April 2016</b>

### CONTRACTOR HEALTH and SAFETY RESPONSIBILITY AGREEMENT

6. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. The Contractor shall also comply with all federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety, workers' compensation and environmental matters.
7. This Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorn to the jurisdiction of the Courts of that Province.
8. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.
9. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this Agreement without the prior written consent of the Township.
10. No contracted work offers will be granted by the Township unless this Agreement terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of the Township.

Accepted this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**CONTRACTOR**

**THE CORPORATION OF THE TOWNSHIP OF SEVERN**

by: \_\_\_\_\_  
(authorized signing officer)

by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
(witness required if Contractor is not a Corporation)