

TOWNSHIP OF SEVERN

Request for Quotation



Pavement Marking

PW RFQ 2018-006

RFQ released: 2/06/18

Deadline for Questions: 10:00 AM 2/14/18

Deadline for Quotes: 12:00 PM 2/22/18

Township of Severn
1024 Hurlwood Lane
Orillia, ON

OVERVIEW

What we need

This RFQ is for the supply and application of parking lot pavement markings, transverse pavement markings and longitudinal pavement markings for the Township of Severn. This RFQ is for a two (2) year Contract, with annual applications occurring in the spring / early summer of each year.

What's important to us

The Township is looking for capable contractors who have the skill and experience to complete this year's work no later than **July 15, 2018**.

A bit about us

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. This Request for Quotation (RFQ) is an invitation to suitably qualified contractors to submit a Quote for the supply and installation of pavement markings for the Township of Severn.
- b. This RFQ is a single-step, **open** competitive procurement process.



1.2 Our timeline

- a. Here is our timeline for this RFQ.

Deadline for Questions: 2/14/18

Deadline for Quotes: 12:00 PM 2/22/18

Anticipated Contract Start Date: 5/21/18



1.3 How to contact us

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

Name: **Tony Potter**

Title/Role: **Roads Supervisor**

Email address: **tpotter@townshipofsevern.com**



1.4 Developing and submitting your Quote

- a. Take time to read and understand the RFQ. In particular, develop a strong understanding of our Requirements detailed in Section 2.
- 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 Quote you must use the Response Form provided. This form will be provided in a Microsoft Word document that you can download from the bidding system we used to release the RFQ.
- d. You must also complete and sign the declaration at the end of the Response Form.
- e. Check that you have provided all information requested in the Response Form.
- f. Having done the work, don't be late – please ensure you get your Quote to us before the Deadline for Quotes!



1.5 Address for submitting your Quote

- a. Quotes must contain one (1) original hard copy of the Response Form delivered in a sealed opaque envelope with the provided Submission Label firmly affixed.
- b. Please send or deliver your Quote to the following address:
Mailing: P.O. Box 159, Orillia, Ontario, L3V 6J3
Courier: 1024 Hurlwood Lane, Severn, Ontario, L3V 0Y6
- c. Quotes sent by facsimile machine or electronic mail and submissions received after the

Deadline for Quotes will not be accepted.



1.6 Our RFQ Process, Terms and Conditions

- a. This RFQ process is intended to solicit non-binding quotations for consideration by the Township.
- b. The RFQ is subject to the Township Standard RFQ Terms and Conditions described in Section 6.



1.7 Later changes to the RFQ or RFQ process

- a. If, after publishing the RFQ, we need to change anything about the RFQ, or RFQ process, or want to provide suppliers/contractors with additional information we will let all suppliers/contractors know by publishing addenda on the bidding system we used to release the RFQ, typically no later than Forty-Eight (48) hours prior to Deadline for Quotes.
- b. Addenda, if required, shall hereby form part of the RFQ documents.
- c. Respondents shall acknowledge receipt of any addenda on the location provided in the Response Form.

1.8 Respondent's examination of the site

- a. Respondents should 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, traffic, as well as any other conditions that may influence the undertaking and/or pricing of the Work.

1.9 List of Subcontractors

- a. Respondents shall complete the "List of Subcontractors" provided in the Response Form, showing the value of work to be sublet.

SECTION 2: Our Requirements

2.1 Scope of Work

- a. The work intended to be carried out under this Contract shall include the supply of all labour, equipment and materials necessary for all pre-marking and/or layout and application of permanent pavement markings and permanent pavement markings symbols as specified.
- b. Generally the work consists of the application of following pavement marking types:
 - i. directional dividing lines
 - ii. lane lines
 - iii. edge lines
 - iv. parking stalls (on-street and off-street)
 - v. stop bars
 - vi. arrow symbols
 - vii. railway crossing symbols
 - viii. pedestrian crosswalks
 - ix. new style pedestrian crossovers (ladder crosswalks and triangles)

2.2 Term of Contract

- a. The Contract shall be for a period of approximately two (2) years, with a term expiring December 31, 2019. The term of the Contract will commence with the execution of Agreement.
- b. The Contract with the successful Respondent will not be an exclusive contract for the provision of pavement marking. The Township may contract with others for goods and services the same as or similar to the Requirements or may obtain such goods and services internally.
- c. There will be no alterations, additions or deletions permitted from the accepted price, during the term of the Contract, without the prior written approval of the Contract Administrator.

2.3 Starting date, progress and completion

- a. No work shall begin until the Contract Administrator has issued a Start Work Order.
- b. The Work shall commence within five (5) days of the issuance of a Start Work Order.
- c. It is expected that Start Work Order will be issued each year by **May 1**.
- a. The Work shall be substantially performed each year by **July 15**.

2.4 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 \$2,000,000.00 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 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 tender, 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 of Severn.

2.5 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.

2.6 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.

2.7 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’.

2.8 Accessibility

- a. Contractors shall be compliant with the “Accessible Customer Service Standard”, 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.

2.9 Hours of Work

- a. Working hours are to be between 7:30 a.m. and 5:00 p.m., Monday through Friday, except statutory or civic Holidays, unless otherwise approved or directed by the Contract Administrator.

2.10 Traffic Control

- a. The Contractor will be responsible for all traffic control and will supply all traffic control devices in accordance with OPSS 706, the Ministry of Transportation, Ontario Traffic Manual - Book 7 (Temporary Conditions), and the Occupational Health and Safety Act (OHSA).
- b. No compensation other than that provided under the Contract unit price will be made for Traffic Control or for the protection of the Work.

2.11 Inventory Listings

- a. Listings are solely for the purpose of convenience and expediency and the Contractor shall in no way be relieved of any responsibility for satisfactory completion of this Contract. No claims for extra works will be allowed because of a particular item of the work has been omitted from a

listing normally covering the Work, the Work which would normally be performed by the Contractor, provided that the particular item of work has been shown or specified elsewhere.

- b. Listings will be presented to the Contractor in advance of the Work.

2.12 Correction of Defects

- a. If at any time prior to one (1) year after the actual completion of the Work, any part of the Work becomes defective or is deficient or fails due to defect in material or workmanship, or otherwise fails to meet the Requirements of the Contract, then the Contractor, upon request, shall make good every such defect, deficiency or failure at no additional cost to the Township.

2.13 Call Back

- a. In this Contract “call back” work shall be defined as all work necessary because of construction, reconstruction, resurfacing or any other item or reason deemed relevant by the Contract Administrator other than the main portions of the initial annual application. The prices accepted in this Contract shall be used for “call back” work.
- b. On all “call back” work the Township shall advise the Contractor as to when they are to be back on the job, within a minimum of three (3) calendar days’ notice. The Contractor agrees to be on the job and to commence work on the date given, and also to continue working in a continuous operation so as to complete the job as quickly as possible to the Contract Administrator satisfaction and in any event, within a period of three (3) working days, unless otherwise agreed upon by the Contract Administrator before the work commences.

2.14 Specifications

- a. All pavement markings and pavement marking symbols shall comply with Ministry of Transportation’s Ontario Traffic Manual series, particularly Book 11 - *Pavement, Hazard and Delineation Markings*, March 2000 and Book 15 - *Pedestrian Crossing Treatments*, June 2016.
- b. The Work shall be in accordance with OPSS 710 (formerly OPSS 532) as amended herein.
- c. Paint materials shall be OPSS 1712, Organic Solvent Based Traffic Paint. Colour yellow, white, or blue as indicated. Reflectorizing glass beads complying with the requirements of OPSS 1750 are to be applied to all pavement markings and symbols on the roadway.

2.15 Materials and Approval

- a. The Contractor shall advise the Contract Administrator of the type and manufacture of traffic paint that will be used prior to application of any materials.
- b. The one-litre samples of traffic paint and 200g sample of glass beads noted in OPSS 710 are NOT required for this Contract.
- c. Random visual observations will be conducted to assess glass bead embedment and coverage using a magnifier. Glass beads shall be buried in the traffic paint, depending on the size of bead from 60% to 100%.
- d. The Contract Administrator shall have the authority to reject part of the Work or Material that does not conform to the Contract Documents.

2.16 Application of Paint

- a. The equipment to be used for application or installation of pavement markings / symbols shall ensure uniform application and a positive means of shut off.

- b. The equipment to be used for application of traffic paint and glass bead guns must have the capability of being shut off independently while painting.
- c. The equipment shall be thoroughly cleaned before refilling with paint of a different colour. All supplies necessary for the operation and cleaning of the Contractors equipment shall be the Contractor's responsibility.
- d. The equipment to be used for application or installation of pavement markings shall be maintained in satisfactory working condition and subject to the approval of the Contract Administrator.
- e. Traffic paint shall be applied at a rate which results in a uniform thickness as identified in OPSS 710/07.09.02.
- f. The Contractor shall be responsible for surface preparation. Paint shall not be applied when weather or pavement conditions are considered unsuitable by the Contract Administrator.
- g. The Contractor shall protect freshly applied paint from traffic until it is dry. The Contractor is hereby advised that it will be his sole responsibility to safeguard the work from traffic until dry, by whatever means he deems necessary, and further, if wet-painted areas are marred or driven upon by traffic, it will be the Contractors responsibility to repair the same to the satisfaction of the Contract Administrator.

2.17 Pavement Markings

- a. Truck Mounted Longitudinal Layout
 - i. A detailed map showing all locations of roadways that require centre line, lane lines and edge lines will be provided to the Contractor in advance of the Work. All centreline, lane lines, edge lines and the special pavement marking schemes shall be 10 centimetres wide or as directed by the Contract Administrator.
 - ii. Longitudinal pavement markings shall be pre-marked where applicable and in a manner approved by the Contract Administrator.
 - iii. Measurement for Payment shall be actual quantity and the unit of measurement is horizontal length in metres of 10 cm wide line excluding gaps. Wider lines are measured in 10 cm equivalents.
- b. Hand Machine Transverse Layout
 - i. Parking Stalls and Hash-out Stalls (on-street and off-street)

Parking Stalls and Hashing shall be as directed by the Contract Administrator and includes work for on-street parking (i.e. Coldwater Road / River Street, and Muskoka Street in Washago) and off-street parking (i.e. Township of Severn Administration Bldg., Coldwater Arena, and Washago Community Centre).

Measurement for Payment shall be actual quantity and the unit of measurement is horizontal length in metres of 10 cm wide line excluding gaps.
 - ii. Stop Bars

Stop bars shall be located one (1) meter behind the nearest crosswalk line or in the absence of a crosswalk line, one (1) meter behind the extension of the sidewalk line or as directed by the Contract Administrator. All existing and new stop bars shall be 60 centimeters wide. All stop bars shall be capped at centreline or crest of road.

Measurement for Payment shall be actual quantity and the unit of measurement is horizontal length in metres of 60 cm wide line.

iii. Pedestrian Crosswalks

Pedestrian Crosswalks are located at various intersections or as directed by the Contract Administrator and shall be two single lines spaced 2.5 meters apart and are 20 centimeters wide.

Measurement for Payment shall be actual quantity and the unit of measurement is horizontal length in metres of 20 cm wide line.

iv. Directional Arrow Symbols

These are located at various locations and the size and shape shall be in accordance to the Ontario Traffic Manual. The Contractor shall be responsible for the stencil used to paint the arrows in accordance to the Ontario Traffic Manual. The arrows shall be retraced/newly installed at a distance of 15.0 meters from the stop bar. These markings will be presented in the form of an inventory list to the Contractor in advance of the Work.

The Contractor shall ensure that each arrow painted is uniformly covered with reflective glass beads so that it shows the same colour and shape at night as it does during the day.

Measurement for Payment shall be actual quantity and the unit of measurement is each symbol.

v. Railway Crossing Symbols

Railway Crossing Symbols are in the form of the letter "X" 2.5 m wide and 6 m long, with its centre 9 m downstream of the railway crossing sign. These markings will be presented in the form of an inventory list to the Contractor in advance of the Work.

Measurement for Payment shall be actual quantity and the unit of measurement is each symbol.

vi. PXO Crossings

New Pedestrian Crossovers locations will be as directed by the Contract Administrator. Typical configuration will consist of a ladder crosswalk and two (2) yield to pedestrian lines. The Pedestrian Crossovers shall be in accordance to the Ontario Traffic Manual Book 15, Level 2, Type 'D'.

Measurement for Payment shall be actual quantity and the unit of measurement is each PXO complete with ladder crosswalk consisting of two (2) single 10cm wide lines spaced 2.5m apart and ladder "rungs" 60 cm wide, spaced 60cm apart and two (2) yield to pedestrian lines consisting of four (4) of white triangles of size 500mm base and 750mm height with a clear spacing of 300 mm with the apex of the triangle faces the direction of travel.

2.18 Pavement Marking Obliterating (Provisional)

- a. Markings which are to be obliterated shall be covered with two coats of black paint.

2.19 Payment

- a. 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 compliant Quote that is the lowest price 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

- a. In addition to the above, we may undertake the following process and due diligence in relation to Respondents. The findings will be taken into account in the evaluation process. Should we decide to undertake any of these we will give Respondents reasonable notice.
 - i. reference check the Respondent organisation and named personnel
 - ii. past experience
 - iii. other checks against the Respondent e.g. Companies Office
 - iv. interview Respondents
 - v. arrange site-visits
 - vi. inspect audited accounts for the last three financial years

SECTION 4: Pricing information

4.1 Pricing information to be provided by respondents

- a. Respondents are to use the Schedule of Items and Prices provided in the Response Form.
- b. All items in the Schedule of Items and Prices are to be Quote and Respondents must clearly state the Total Quotation Price exclusive of HST.
- c. In preparing their Quote, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Quote to manage such risks and contingencies.
- d. Prices should be quoted in CAD. Unless otherwise agreed, the Township will arrange contractual payments in CAD.
- e. If a Respondent offers a price that is substantially lower than other Quotes (an abnormally low Quote), 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 Contract for the price quoted.

SECTION 6: Township Standard RFQ Process Terms and Conditions

In managing this procurement the Township will endeavour to act fairly and reasonably in all of its dealings with interested Suppliers/Contractors and Respondents, and to follow due process which is open and transparent.



Preparing and submitting a Quote

Preparing a Quote

- a. Respondents are to use the Response Form provided and include all information requested by the Township in relation to the RFQ.
- b. By submitting a Quote the Respondent accepts that it is bound by the RFQ Process, Terms and Conditions (RFQ-Terms) contained in Section 6 (as varied by Section 1, if applicable).
- c. Each Respondent will:
 - i. examine the RFQ and any documents referenced in the RFQ and any other information provided by the Township
 - ii. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Quote to manage such risks and contingencies
 - iii. if appropriate, obtain independent advice before submitting a Quote
 - iv. satisfy itself as to the correctness and sufficiency of its Quote, including the proposed pricing and the sustainability of the pricing.
- d. There is no expectation or obligation for Respondents to submit Quotes in response to the RFQ 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 Quote.

Non-binding Price Estimates

- a. This RFQ process is intended to solicit non-binding quotations for consideration by the Township and may result in an invitation by the Township to a Respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the Respondent and the Township by this RFQ process until the Agreement is made for the acquisition of such goods and/or services.
- b. While the pricing information provided in Quotations will be non-binding prior to entering into the Agreement, such information will be assessed during the evaluation of the Quotations and the ranking of the Respondents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Township to enter into the Agreement.



Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the RFQ. If there is any perceived ambiguity or uncertainty in the RFQ documents 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 to be of sufficient importance to all Suppliers/Contractors, the question and answer may be posted on the bidding system used to release the RFQ. In doing so the Township may summarize the Respondent's question and will not disclose the Respondent's identity.
- d. In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. 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 general significance to all Suppliers/Contractors.

Addenda

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



Submitting a Quote

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

Alteration or Withdrawal of Quotes

- a. A Respondent who has already submitted a Quote may submit a further Quote at any time up to the Deadline for Quotes. The last Quote received shall supersede and invalidate all Quotes previously submitted by that Respondent for the RFQ.
- b. Quotations are non-binding and may be withdrawn at any time prior to entering into the Agreement. To withdraw a Quote, the Respondent must submit a letter bearing signature to the Point of Contact.
- c. The Township will not accept amendments to submitted Quotations.



Assessing Quotes

Third party information

- a. Each Respondent authorizes the Township to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a reference or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Quote.
- b. Each Respondent is to ensure that all references provided in support of its Quote agree to provide a reference.



Township's clarification

- a. The Township may, at any time, request from any Respondent clarification of its Quote as well as additional information about any aspect of its Quote. The Township is not required to request the same clarification or information from each Respondent.
- b. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Township may take such clarification or additional information into account in evaluating the Quote.
- c. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Township may cease evaluating the Respondent's Quote and may eliminate the Quote from the process.



Evaluation

- a. The Township will take into account the results of the evaluations of each Quote and may take into account any of the following additional information:
 - i. the results from reference checks, site visits, product testing and/or any other due diligence
 - ii. any matter that materially impacts on the Township's trust and confidence in the Respondent
 - iii. any relevant information that the Township may have in its possession.



Respondent's debrief

- a. Respondents may request a debriefing after receipt of a Notification of Outcome. All requests must be made by email to the Point of Contact and must be made within thirty (30) days of such notification.
- b. The debrief 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 Quote in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.



Notification of outcome

- a. At any point after conclusion of evaluation, but no later than 30 Business Days after the date the Agreement is made, the Township will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Township may make public the name of the Successful Respondent and any unsuccessful Respondents. Where applicable, the Township will publish an Award Notice on the bidding system used to release the RFQ.



Issues and complaints

- a. A Respondent may, in good faith, raise with the Township any issue or complaint about the RFQ, or the RFQ process at any time.
- b. The Township will consider and respond promptly and impartially to the Respondent's issue or complaint.
- c. 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 RFQ.
- d. The fact that a Respondent has raised an issue or complaint is not to be used by the Township to unfairly prejudice the Respondent's on-going participation in the RFQ process or future contract opportunities.



Township's point of contact

- a. All enquiries regarding the RFQ 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 RFQ.
- b. Only the Point of Contact is authorized to communicate with Respondents regarding any aspect of the RFQ. 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 notify Respondents of any such change by addenda.
- d. Where a Respondent has an existing contract with the Township then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Township, solicit information or discuss aspects of the RFQ.

Conflict of interest

- a. Each Respondent 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 RFQ process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFQ.

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 RFQ.
- b. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Quotes or other submissions or in any discussions or negotiations with the Township. In submitting a Quote the Respondent warrants that its Quote has not been prepared in collusion with a Competitor.
- c. Such unethical behaviour will result in the Respondent being disqualified from participating further in the RFQ 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 including a Respondent's Quote.

Costs of participating in the process

- a. Each Respondent will bear its own costs associated with the preparation and presentation of its Quote.

Ownership of documents

- a. All documents forming the Quote will, when delivered to the Township, become the property of the Township. Quotes will not be returned to Respondents at the end of the process.
- b. Ownership of Intellectual Property rights in the Quote 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 Quote for any purpose related to the RFQ process.



Confidential Information

- 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 RFQ may be subject to disclosure under MFIPPA. Respondents should identify any information in its Quote 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 Quotes will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Township to advise or assist with the RFQ process, including the evaluation of Quotes.



Elimination

- a. Quotes received after the Deadline for Quotes **will** be rejected.
- b. Quotes that do not substantially comply with the Requirements of this RFQ **will** be rejected.
- c. Quotes that are incomplete, conditional, illegible, completed in pencil, or obscure or that contained additions not called for, reservations, erasures, alterations, material errors, omissions, inaccuracies or irregularities of any kind, **may** be rejected as informal.
- d. Wherever in a Quote that 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 Quote price shall be corrected accordingly.
- e. Quotes that contain prices which appear to be so unbalanced as likely to adversely affect the interests of the Township **may** be rejected at the Township's sole discretion.
- f. The Township **may** exclude a Respondent from participating in the RFQ if the Township has evidence of any of the following, and is considered by the Township to be material to the RFQ:
 - i. the Respondent is in bankruptcy, receivership or liquidation
 - ii. the Respondent has made a false declaration
 - iii. there is a serious performance issue in a historic or current contract delivered by the Respondent
 - iv. the Respondent has been convicted of a serious crime or offence
 - v. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent.



Township's Rights

- a. Despite any other provision in the RFQ the Township may:
 - i. make any material change to the RFQ (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
 - ii. cancel or suspend this RFQ process at any stage and/or issue a new RFQ for the same or similar Deliverables
 - iii. make public the names of any or all Respondents
 - iv. request written clarification or the submission of supplementary written information in relation to the clarification request from any Respondent and incorporate a Respondent's response to that request for clarification into the Respondent's Quote
 - v. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - vi. assess a Respondent's Quote on the basis of: a financial analysis determining the actual cost of the Quote 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); and in addition to any other evaluation criteria or considerations set out in this RFQ, consider any other relevant information that arises during this RFQ process
 - vii. waive formalities and accept Quotes that substantially comply with the Requirements of the RFQ
 - viii. verify with any Respondent or with a third party any information set out in a Quote
 - ix. check references other than those provided by any Respondent
 - x. disqualify a Respondent, rescind a notice of selection or terminate a Contract subsequently entered into if the Respondent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process
 - xi. select a Respondent other than the Respondent whose Quote reflects the lowest price
 - xii. accept any Quote in whole or in part
 - xiii. reject any or all Quotes.
- b. These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.



Interpretation and Governing law

- a. These Terms and Conditions of the RFQ Process are:
 - i. intended to be interpreted broadly and independently with no particular provision intended to limit the scope of any other provision
 - ii. non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Township
 - iii. to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.



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 RFQ process.
- b. This RFQ process is not intended to create and will not create a formal, legally binding procurement process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:
 - i. this RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
 - ii. neither the Respondent nor the Township will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a Contract, failure to award a Contract or failure to honour a Quote submitted in response to this RFQ.
- c. Nothing contained or implied in the RFQ, or RFQ process, or any other communication by the Township to any Respondent shall be construed as legal, financial or other advice. The Township has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.



Precedence

- a. Any conflict or inconsistency in the RFQ shall be resolved by giving precedence in the following descending order:
 - i. any Addendum
 - ii. any Special Provisions
 - iii. any Contract Drawings
 - iv. any Supplementary General Conditions
 - v. Specifications
 - vi. the General Conditions
 - vii. all other Sections of the RFQ document
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Appendix 'A'

Township of Severn Contractors Liability Form



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

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

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)