

TOWNSHIP OF SEVERN

Request for Quotation



Bulk Liquid Aluminum Sulphate

PW RFQ 2018-009

RFQ released: 2/26/18

Deadline for Questions: 10:00 AM 3/08/18

Deadline for Quotes: 12:00 PM 3/15/18

Township of Severn
1024 Hurlwood Lane
Orillia, ON

OVERVIEW

What we need

The Township of Severn's Utilities Branch is looking to purchase bulk wastewater grade liquid Aluminum Sulphate (ALUM). This will be used for only Wastewater Treatment, primarily to remove phosphorus from the wastewater. This RFQ is for a two (2) year Contract.

What's important to us

The Township is looking for credible suppliers who have the capability and experience to supply and deliver bulk Wastewater Grade Aluminum Sulphate on an as-needed basis starting in April 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/suppliers to submit a Quote for the supply of equipment and labour for bulk wastewater grade liquid Aluminum Sulphate.
- 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: 3/08/18

Deadline for Quotes: 12:00 PM 3/15/18

Anticipated Contract Start Date: 4/09/18



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: **Anthony Drouin**

Title/Role: **Utilities Supervisor**

Email address: **adrouin@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. Please include in your submission an up-to-date Material Safety Data Sheet (MSDS) and product Technical Data Sheet for the liquid Aluminum Sulphate product you intend to supply.
- f. Check that you have provided all information requested in the Response Form.
- g. 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 Westshore Wastewater Treatment Plant and the Coldwater Wastewater Treatment Plant and carefully investigate all conditions potentially affecting the Work and how it is to be completed, with respect to site access, fill connections, 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. This RFQ relates to the purchase and supply of bulk wastewater grade liquid Aluminum Sulphate for the Township of Severn's Westshore Wastewater Treatment Plant and Coldwater Wastewater Treatment Plant.
- b. We require the liquid Aluminum Sulphate to be delivered to the Westshore Wastewater Treatment Plant located at 3333 New Brailey Line, Severn, Ontario and the Coldwater Wastewater Treatment Plant located at 1130 Upper Big Chute Road, Coldwater, Ontario.
- c. Delivery schedules may vary between locations; however, every effort is made to co-ordinate orders.
- d. The average quantity of Aluminum Sulphate ordered on a three (3) month cycle is approximately 20,000 liquid kilograms combined (both plants). The Westshore Wastewater Treatment Plant has 22,700L of liquid Aluminum Sulphate storage capacity. The Coldwater Wastewater Treatment Plant has two 5,680L of liquid Aluminum Sulphate storage capacity.

2.2 Term of Contract

- a. The Contract shall be for a period of approximately two (2) years, with a term expiring April 1, 2020. 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 Aluminum Sulphate. 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.
- d. The Township reserves the right to determine, in its sole and unfettered discretion, non-performance of the Contract, including the quality of Aluminum Sulphate or delivery timeliness; and further reserves the right to cancel the Contract due to non-performance.

2.3 Insurance

- a. The successful Respondent 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 successful Respondent or any of his servants or agents during the execution of the Contract.
- b. The successful Respondent 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.

2.4 Indemnity

- a. The successful Respondent 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 successful Respondent 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 successful Respondent 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 successful Respondent is sole owner or operator.

2.6 Occupational Health and Safety Act

- a. The successful Respondent 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'.

2.7 Accessibility

- a. The successful Respondent 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.

2.8 Hours of Work

- a. Alum deliveries will only be accepted during regular business hours 7:00 AM to 3:30 PM. Monday to Friday, except statutory or civic Holidays, unless otherwise approved or directed by the Contract Administrator.

2.9 Specifications

- b. The successful Respondent of liquid Aluminum Sulphate (ALUM) shall provide the equipment for pumping Alum into the Townships storage tanks. Both locations have a 50mm (2") diameter feed line to storage tanks.
- c. Deliveries will be made on an as-required basis as determined by the Utilities Foreman.
- d. All deliveries must be received within five (5) working days of receipt of order, unless agreed to by the Utilities Foreman for other delivery arrangements.
- e. An up-to-date Material Safety Data Sheet (MSDS) for the alum to be supplied must be submitted with each delivery.
- f. The successful Respondent will be required to provide a certified Jar Testing Report at the start of the Contract and at any other time during the Contract at the discretion of the Contract Administrator.
- g. The successful Respondent shall be the owner of the Alum to the point of delivery and shall have full liability to the point of delivery.

- h. The successful Respondent shall comply with all Federal, Provincial and Municipal regulations. The successful Respondent shall supply signage to be placed in the material storage area. Signage will indicate;
 - i. Product Name
 - ii. Company Name and Address
 - iii. 24 Hour Emergency Phone Number

2.10 Estimated Quantities

- a. The quantities given in the RFQ are approximate quantities based on annual usages. Payment will be made on actual quantities supplied.
- b. No extra compensation will be allowed as a result of a reduction in the amount of product supplied.

2.11 Payment

- a. Measurement for Payment shall be actual quantity and the unit of measure shall be Liquid Weight Basis in kilograms (kg).
- b. Payment at the Contract unit price shall be full compensation for all labour, equipment and material to do the supply and deliver the product.

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 likely be selected as the successful Respondent. In the event of a tie, the successful Respondent will be determined by way of a coin toss.
- b. The Township reserves the right to evaluate product performances over lowest price.

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. Prices are to be F.O.B. Destination.
- 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 and Respondents, and to follow due process which is open and transparent.



Preparing and submitting a Quote

5.1 Preparing a Quote

- a. Respondents are to use the Response Form provided and include all information requested by the Township in relation to the RFT.
- b. By submitting a Quote the Respondent accepts that it is bound by the RFT Process, Terms and Conditions (RFT-Terms) contained in Section 6 (as varied by Section 1, if applicable).
- c. A Respondent who submits conditions, options, variations or contingent statements to the terms as set out in this RFT, including the terms of the Contract, either as part of its Quote or after receiving notice of selection, may be rejected. If a Respondent is not rejected despite such changes or qualifications, the provisions of this RFT will prevail over any such changes or qualifications in the Quote.
- d. Each Respondent will:
 - i. examine the RFT and any documents referenced in the RFT 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.
- e. There is no expectation or obligation for Respondents to submit Quotes 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 Quote.

5.2 Offer Validity Period

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



5.3 Respondents' Deadline for Questions

- a. Each Respondent should satisfy itself as to the interpretation of the RFT. If there is any perceived ambiguity or uncertainty in the RFT 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 RFT. 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.

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 this RFT, such information will be communicated to all Respondents by addenda. Each addendum forms an integral part of this 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 Quotes.
- c. Respondents are responsible for obtaining all addenda issued by the Township.



5.5 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). 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.

5.6 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 RFT.
- b. A Respondent may withdraw their Quote by submitting a letter bearing signature provided the letter is received by the Township prior to the Deadline for Quotes.



Assessing Quotes

5.7 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.



5.8 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.



5.9 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.



5.10 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.



5.11 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 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.
- 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 RFT.
- 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 RFT process or future contract opportunities.



5.13 Township's 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 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 RFT.

5.14 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 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 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 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 including a Respondent's Quote.

5.16 Costs of participating in the process

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

5.17 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 RFT process.



5.18 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 RFT 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 RFT process, including the evaluation of Quotes.



5.19 Elimination

- a. Quotes received after the Deadline for Quotes **will** be rejected.
- b. Quotes that do not substantially comply with the requirements of this RFT **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 RFT if the Township has evidence of any of the following, and is considered by the Township to be material to the RFT:
 - 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.



5.20 Township's Rights

- a. Despite any other provision in the RFT the Township may:
 - i. 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
 - ii. cancel or suspend this RFT process at any stage and/or issue a new RFT 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. 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 RFT, consider any other relevant information that arises during this RFT process
 - vi. waive formalities and accept Quotes that substantially comply with the requirements of the RFT
 - vii. verify with any Respondent or with a third party any information set out in a Quote
 - viii. check references other than those provided by any Respondent
 - ix. 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
 - x. select a Respondent other than the Respondent whose Quote reflects the lowest price
 - xi. accept any Quote in whole or in part
 - xii. 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.



5.21 Interpretation and Governing law

- a. These Terms and Conditions of the RFT 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.



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. The Township has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.



5.23 Precedence

- a. Any conflict or inconsistency in the RFT 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 RFT 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)